



आरत का राजपत्र

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सं. 24] नई दिल्ली, — जून 5—जून 11, 2005 शनिवार/न्येष्ठ 15—न्येष्ठ 21, 1927

No. 24] NEW DELHI, JUNE 5—JUNE 11, 2005 SATURDAY/JYAISTHA 15—JYAISTHA 21, 1927

इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके।
Separate Paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii)
PART II—Section 3—Sub-section (ii)

भारत सरकार के मंत्रालयों (रक्षा मंत्रालय को छोड़कर) द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं
Statutory Orders and Notifications Issued by the Ministries of the Government of India
(Other than the Ministry of Defence)

विधि और न्याय मंत्रालय

(विधि कार्य विभाग)

(न्यायिक अनुभाग)

नई दिल्ली, 31 मई, 2005

का. आ. 2039.—केन्द्रीय सरकार, दंड प्रक्रिया संहिता, 1973
(1974 का 2) की धारा 24 की उपधारा (1) द्वारा प्रदत्त शक्तियों का
प्रयोग करते हुए,—

(1) श्री मनोरंजन साह, अधिवक्ता, मुम्बई; और

(2) श्री किरण कृष्ण कपूर, अधिवक्ता, मुम्बई

को मुम्बई उच्च न्यायालय में भारत संघ या केन्द्रीय सरकार के
किसी कार्यालय या केन्द्रीय सरकार के किसी विभाग द्वारा या उसके
विरुद्ध सभी दांडिक मामलों का, जिसके अन्तर्गत सभी दांडिक रिट
याचिकाएं, दांडिक अपीलें, दांडिक पुनरीक्षण, दांडिक निर्देश और दांडिक
आवेदन भी हैं, संचालन करने के प्रयोजन के लिए इस शर्त के अध्यधीन
कि श्री मनोरंजन साह, अधिवक्ता और श्री किरण कृष्ण कपूर, अधिवक्ता

अपर लोक अभियोजक के रूप में अपनी नियुक्ति के दौरान भारत संघ
या केन्द्रीय सरकार के किसी विभाग या केन्द्रीय सरकार के किसी कार्यालय
के विरुद्ध ऊपर निर्देशित किसी दांडिक मामले में मुम्बई उच्च न्यायालय
में उपसंजात नहीं होंगे, तीन वर्ष की अवधि के लिए या अगले आदेश
तक, इनमें से जो भी पहले हो, अपर लोक अभियोजक के रूप में
नियुक्त करती है।

[फा. सं. 23(1)/2005-न्या.]

डॉ. आर. मीणा, संयुक्त सचिव और विधि सलाहकार

MINISTRY OF LAW AND JUSTICE

(Department of Legal Affairs)

(Judicial Section)

New Delhi, the 31st May, 2005

S. O. 2039.—In exercise of the powers conferred by
sub-section (1) of Section 24 of the Code of Criminal
Procedure 1973 (2 of 1974), the Central Government hereby
appoints,—

(1) Shri Manoranjan Sahu, Advocate, Mumbai; and

(2) Shri Kiran Krishan Kapoor, Advocate, Mumbai

Is Additional Public Prosecutor, for the purpose of conducting all criminal cases including Criminal Writ Petitions, Criminal Appeals, Criminal Revisions, Criminal References and Criminal Applications by or against the Union of India or any Department or Office of the Central Government, in the High Court of Judicature at Mumbai, for a period of three years or until further orders, whichever is earlier, subject to the condition that Shri Manoranjan Sahu, Advocate and Shri Kiran Krishan Kapoor, Advocate, shall not appear against the Union of India or any Department or Office of the Central Government in any Criminal case referred to above in the High Court of Judicature at Mumbai during the period of their appointments as Additional Public Prosecutor.

[F. No. 23(1)/2005-Judl.]

D. R. MEENA, Lt. Secy. & Legal Adviser

गृह मंत्रालय

नई दिल्ली, 1 जून, 2005

का.आ. 2040.—केन्द्रीय सरकार, राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 के नियम 10 के उपनियम (4) के अनुसार में, गृह मंत्रालय के निम्नलिखित कार्यालयों में हिन्दी का कार्यसाधक ज्ञान रखने वाले कर्मचारियों की संख्या 80% से अधिक हो जाने के फलस्वरूप उन्हें एतद्वारा अधिसूचित करती है :—

1. 145 बटालियन, सीमा सुरक्षा बल
2. 91 बटालियन, सीमा सुरक्षा बल
3. सैक्टर मुख्यालय, सीमा सुरक्षा बल, सुंदरबनी
4. 27 बटालियन, सीमा सुरक्षा बल
5. सैक्टर मुख्यालय, सीमा सुरक्षा बल, जैसलमेर-II

[सं. 12017/1/2004-हिन्दी]

राजेन्द्र सिंह, निदेशक (राजभाषा)

MINISTRY OF HOME AFFAIRS

New Delhi, the 1st June, 2005

S. O. 2040.—In pursuance of sub-rule (4) of Rule 10 of the Official Languages (Use for Official Purposes of the Union) Rules, 1976 the Central Government hereby notifies the following offices of the Ministry of Home Affairs where the percentage of Hindi knowing staff has gone above 80% :

1. 145 Bn., Border Security Force
2. 91 Bn., Border Security Force
3. Sector Headquarter, Border Security Force, Sunderbani
4. 27 Bn., Border Security Force
5. Sector Headquarter, Border Security Force, Jaisalmer-II.

[No. 12017/1/2004-Hindi]

RAJENDRA SINGH, Director (OL)

कार्मिक, लोक शिकायत तथा पेंशन मंत्रालय

(कार्मिक और प्रशिक्षण विभाग)

नई दिल्ली, 30 मई, 2005

का.आ. 2041.—केन्द्रीय सरकार, एतद्वारा दिल्ली विशेष पुलिस स्थापना अधिनियम, 1946 (1946 का अधिनियम सं. 25) की धारा 6 के साथ पठित धारा 5 की उप धारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, पश्चिम बंगाल सरकार के गृह विभाग द्वारा दिनांक 20-4-2005 की अधिसूचना सं. 584-पी. एस. के माध्यम से दी गई सहमति से श्री सी. के. प्रधान, पार्षद की हत्या के मामले में भारतीय दंड संहिता 1860 (1860 का अधिनियम सं. 45) की धारा 302 के अनुसार कलिमण्डे पुलिस स्टेशन में दर्ज अपराध संख्या 86/2002 और उपर्युक्त अपराध के संबंध में अथवा उससे संसक्त प्रयत्न, दुष्प्रेरण और पड़यन्त्र तथा उसी संव्यवहार के अनुक्रम में अथवा उन्हों तथ्यों से उद्भूत किसी अन्य अपराध का अन्वेषण करने के लिए दिल्ली विशेष पुलिस स्थापना के सदस्यों की शक्तियों और अधिकारिता का विस्तार सम्पूर्ण पश्चिम बंगाल राज्य पर करती है।

[सं. 228/20/2005-ए.वी.डी.-II]

चन्द्र प्रकाश, अवर सचिव

MINISTRY OF PERSONNEL, PUBLIC GRIEVANCES AND PENSIONS

(Department of Personnel & Training)

New Delhi, the 30th May, 2005

S. O. 2041.—In exercise of the powers conferred by Sub-section (1) of Section 5 read with Section 6 of the Delhi Special Police Establishment Act, 1946 (Act No. 25 of 1946), the Central Government with the consent of the State Government of West Bengal vide Home Department Notification No. 584-P.S., dated 20-4-2005 hereby extends the powers and jurisdiction of the members of the Delhi Special Police Establishment to the whole of the State of West Bengal for investigation into the case of murder of Councillor Shri C.K. Pradhan registered in Crime No. 86/2002 Kalimpang Police Station West Bengal under section 302 of the Indian Penal Code, 1860 (Act No. 45 of 1860) and attempt, abetment and conspiracy in relation to or in connection with the said offence and any other offences committed in the course of the same transaction or arising out of the same facts.

[No. 228/20/2005-AVD-II]

CHANDRA PRAKASH, Under Secy.

वित्त मंत्रालय

(राजस्व विभाग)

केन्द्रीय प्रत्यक्ष कर बोर्ड

नई दिल्ली, 12 मई, 2005

(आयकर)

का.आ. 2042.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा “ऐरियार सेल्फरिस्पेक्ट प्रोपर्टी

इंस्टीट्यूशन, पेरियार, चैन्नई" को कर-निर्धारण वर्ष 2001-2002 से 2003-2004 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उप-खंड के प्रयोजनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक छंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आय-कर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष फाइल करेगा;
- (v) विघटन की स्थिति में इसकी अतिरिक्त राशियां और परिस्पर्णतियां समान उद्देश्यों वाले धर्मार्थ संगठन को दी जाएंगी।

[अधिसूचना सं. 141/2005/फा. सं. 197/20/2005-आयकर नि. -I]

दीपक गर्ग, अवर सचिव

MINISTRY OF FINANCE
(Department of Revenue)
CENTRAL BOARD OF DIRECT TAXES
New Delhi, the 12th May, 2005
(Income-Tax)

S. O. 2042.—In exercise of powers conferred by the sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the "Periyar Self Respect Propaganda Institution, Periyar, Chennai" for the purpose of the said sub-clause for the assessment year 2001-2002 to 2003-2004 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture

etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;

- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 141/2005/F. No. 197/20/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 17 मई, 2005

(आयकर)

का.आ. 2043.—आयकर अधिनियम, 1961 (1961 का 43) की धारा 10 के खंड (23ग) के उप-खंड (iv) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्र सरकार एतद्वारा "इंडियन पार्लियामेन्टरी ग्रुप, नई दिल्ली" को कर-निर्धारण वर्ष 2005-2006 से 2007-2008 तक के लिए निम्नलिखित शर्तों के अधीन रहते हुए उक्त उप-खंड के प्रयोगनार्थ अधिसूचित करती है, अर्थात् :—

- (i) कर निर्धारिती अपनी आय का इस्तेमाल अथवा अपनी आय का इस्तेमाल करने के लिए उसका संचयन पूर्णतया तथा अनन्यतया उन उद्देश्यों के लिए करेगा जिनके लिए इसकी स्थापना की गई है;
- (ii) कर निर्धारिती उपर्युक्त कर निर्धारण वर्षों से संगत पूर्ववर्ती वर्षों की किसी भी अवधि के दौरान धारा 11 की उपधारा (5) में विनिर्दिष्ट किसी एक अथवा एक से अधिक छंग अथवा तरीकों से भिन्न तरीकों से उसकी निधि (जेवर-जवाहिरात, फर्नीचर आदि के रूप में प्राप्त तथा अनुरक्षित स्वैच्छिक अंशदान से भिन्न) का निवेश नहीं करेगा अथवा उसे जमा नहीं करवा सकेगा;
- (iii) यह अधिसूचना किसी ऐसी आय के संबंध में लागू नहीं होगी, जो कि कारोबार से प्राप्त लाभ तथा अभिलाभ हो जब तक कि ऐसा कारोबार उक्त कर निर्धारिती के उद्देश्यों की प्राप्ति के लिए प्रासंगिक नहीं हो तथा ऐसे कारोबार के संबंध में अलग से लेखा-पुस्तिकाएं नहीं रखी जाती हों;
- (iv) कर निर्धारिती आयकर अधिनियम, 1961 के प्रावधानों के अनुसार अपनी आय विवरणी नियमित रूप से आय कर प्राधिकारी के समक्ष दाखिल करेगा;

(v) विघटन की स्थिति में इसकी अतिरिक्त राशियाँ और परिसम्पत्तियाँ समान उद्देश्यों वाले धर्मार्थ संगठन को दे दी जाएंगी।

[आधिसूचना सं. 143/2005/फा. सं. 197/48/2005-आयकर नि. -I]

दीपक गर्ग, अवर सचिव

New Delhi, the 17th May, 2005

(Income-Tax)

S. O. 2043.—In exercise of powers conferred by the sub-clause (iv) of clause (23C) of Section 10 of the Income-tax Act, 1961 (43 of 1961), the Central Government hereby notifies the “Indian Parliamentary Group, New Delhi” for the purpose of the said sub-clause for the assessment year 2005-2006 to 2007-2008 subject to the following conditions, namely :—

- (i) the assessee will apply its income, or accumulate for application, wholly and exclusively to the objects for which it is established;
- (ii) the assessee will not invest or deposit its fund (other than voluntary contributions received and maintained in the form of jewellery, furniture etc.) for any period during the previous years relevant to the assessment years mentioned above otherwise than in any one or more of the forms or modes specified in sub-section (5) of Section 11;
- (iii) this notification will not apply in relation to any income being profits and gains of business, unless the business is incidental to the attainment of the objectives of the assessee and separate books of account are maintained in respect of such business;
- (iv) the assessee will regularly file its return of income before the Income-tax authority in accordance with the provisions of the Income-tax Act, 1961;
- (v) that in the event of dissolution, its surplus and the assets will be given to a charitable organisation with similar objectives.

[Notification No. 143/2005/F. No. 197/48/2005-ITA-I]

DEEPAK GARG, Under Secy.

नई दिल्ली, 31 मई, 2005

का.आ. 2044.—सर्वसाधारण की जानकारी के लिए यह अधिसूचित किया जाता है कि केन्द्र सरकार ने आयकर नियमावली, 1962 के नियम 2^ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23छ) के प्रयोजनार्थ उद्धम/उपक्रम, स्वर्ण टालवे प्रा. लि., पंजीकृत कार्यालय, प्लाट सं. 85, मार्ग सं. 72, प्रशासन नगर, जुबली हिल्स, हैदराबाद-500034 को उनकी निम्नलिखित परियोजनाओं के लिए भारतीय राष्ट्रीय राजमार्ग प्राधिकरण के साथ निष्पन्न दिनांक 27-3-2001 के रियायत करार और दिनांक 29-6-2001 के समानुदेशन

करार के अनुसार निर्माण, प्रचालन, हस्तांतरण (बी.ओ.टी.) के आधार पर दिनांक 27-3-2001 के करार में यथा निर्दिष्ट दिनांक 20-3-2002 से दिनांक 19-3-2032 तक 30 वर्षों की अवधि के लिए अथवा उपर्युक्त करार की शर्तों के उल्लंघन की स्थिति से पहले अनुमोदित किया है :—

- (क) आन्ध्र प्रदेश में राष्ट्रीय राजमार्ग सं. 5 के टाडा-नेल्लौर खण्ड पर मौजूदा 2 लेन राजमार्ग को 52.8 कि.मी. से 163.6 कि.मी. में चार लेन में परिवर्तित करके चौड़ा करना और पुनर्निर्माण करना, तथा
- (ख) आन्ध्र प्रदेश में राष्ट्रीय राजमार्ग सं 9 के नन्दीगामा-इब्राहीम पटनम खण्ड पर मौजूदा 2 लेन राजमार्ग को 217 कि.मी. से 252 कि.मी. में चार लेन में परिवर्तित करके चौड़ा करना और पुनर्निर्माण करना।

2. केन्द्र सरकार यह अनुमोदन वापिस ले लेगी यदि उद्धम/उपक्रम :—

- (क) आयकर नियमावली, 1962 का नियम 2^ड के साथ पठित आयकर अधिनियम, 1961 की धारा 10 (23छ) के उपबंधों के अनुरूप नहीं होगा और उनका अनुपालन करना बंद कर देगा;
- (ख) आयकर नियमावली, 1962 के नियम 2^ड के स्पष्टीकरण
- (ग) यथा परिभाषित पात्र कारोबार को जारी रखना बन्द कर देता है;
- (ग) खाता-बहियों का रख-रखाव करने में असफल रहता है तथा आयकर नियमावली, 1962 के नियम 2^ड के उप-नियम (6) द्वारा अपेक्षित किसी लेखाकार द्वारा ऐसे खातों की लेखा परीक्षा नहीं करवाता है;
- (घ) आयकर नियमावली, 1962 के नियम 2^ड के उप-नियम (6) द्वारा यथा अपेक्षित लेखा परीक्षा रिपोर्ट प्रस्तुत करने में असफल रहता है।

[अधिसूचना सं. 158/2005/फा. सं. 205/39/2002-आयकर नि.-II]

निधि सिंह, अवर सचिव

New Delhi, the 31st May, 2005

S.O. 2044.—It is notified for general information that the enterprise/undertaking, Swarna Tollway Private Limited, Regd. Office, Plot No. 85, Road No. 72, Prashasan Nagar, Jubilee Hills, Hyderabad-500034 for their following projects :

- (a) widening and rehabilitation of the existing 2-Lane Highway into four lane from Km 52.8 to Km. 163.6 on the Tada-Nellore Section of the National Highway No. 5 in Andhra Pradesh, and
- (b) widening and rehabilitation of the existing 2 Lane Highway into four lane from Km. 217 to Km. 252 on the Nandigama-Ibrahimpatnam Section of the National Highway No. 9 in Andhra Pradesh.

On build, operate, transfer (BOT) basis as per concession agreement dated 27-03-2001 and assignment agreement dated 29-06-2001 entered into with the National Highway Authority of India, has been approved by the Central Government for the purpose of Section 10(23G) of the Income-Tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962 for the period of 30 years from 20-03-2002 to 19-03-2032 as specified in the agreement dated 27-03-2001, or earlier in the event of violation of the terms of the aforesaid agreement.

2. The Central Government shall withdraw this approval if the enterprise/undertaking :

- ceases to conform to and comply with the provisions of Section 10(23G) of the Income-tax Act, 1961, read with rule 2E of the Income-tax Rules, 1962;
- ceases to carry on the eligible business as defined in Explanation (b) to Rule 2E of I.T. Rules, 1962;
- fails to maintain books of account and get such accounts audited by an accountant as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962;
- fails to furnish the audit report as required by sub-rule (6) of rule 2E of the Income-tax Rules, 1962.

[Notification No. 158/2005/F. No. 205/39/2002-ITA-II]

NIDHI SINGH, Under Secy.

आदेश

नई दिल्ली, 19 मई, 2005

स्टाम्प

का.आ. 2045.—भारतीय स्टाम्प अधिनियम, 1899 (1899 का 2) की धारा 9 की उप-धारा (i) के खंड (ख) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा पावर फाइनेंस कारपोरेशन लिमिटेड, नई दिल्ली को मात्र सौलह लाख पचपन हजार नौ सौ पैंतीस रुपए का समेकित स्टाम्प शुल्क आदा करने की अनुमति देती है, जो उक्त नियम द्वारा निम्नलिखित पर स्टाम्प शुल्क के कारण प्रभार्य है :

- 15-2-2005 को आबंटित मात्र ग्यारह करोड़ छिह्नर लाख नब्बे हजार रुपए के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00002855 से 00014623 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप वाले 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय, संचयी कराधेय आधारभूत ढाँचा संबंधी बंधपत्र (शृंखला-1);
- 15-2-2005 को आबंटित मात्र बत्तीस करोड़ छियानवे लाख अस्सी हजार रुपए के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00009933 से 00042900 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप वाले 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय, संचयी कराधेय आधारभूत ढाँचा संबंधी बंधपत्र (शृंखला-1);
- 15-1-2005 को आबंटित मात्र नब्बे हजार रुपए के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00002846 से

00002854 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप वाले 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय, संचयी कराधेय आधारभूत ढाँचा संबंधी बंधपत्र (शृंखला-1);

- 15-1-2005 को आबंटित मात्र नब्बे हजार रुपए के समग्र मूल्य के प्रत्येक दस-दस हजार रुपए के 00009924 से 00009932 तक की विशिष्ट संख्या वाले ऋणपत्रों के स्वरूप वाले 6.00% असुरक्षित, विमोच्य, गैर-परिवर्तनीय, संचयी कराधेय आधारभूत ढाँचा संबंधी बंधपत्र (शृंखला-1)।

[सं. 17/2005-स्टाम्प/फा. सं. 33/20/2005-एस टी]

आर. जी. छाबड़ा, अवर सचिव

ORDER

New Delhi, the 19th May, 2005

STAMPS

S.O. 2045.—In exercise of the powers conferred by clause (b) of Sub-section (1) of Section 9 of the Indian Stamp Act, 1899 (2 of 1899), the Central Government hereby permits Power Finance Corporation Limited, New Delhi to pay consolidated stamp duty of rupees sixteen lakh fifty five thousand nine hundred thirty five only chargeable on account of the stamp duty on—

- 6.00% unsecured, redeemable, non-convertible, cumulative taxable infrastructure Bonds in the nature of debentures (series-I) bearing distinctive numbers from 00002855 to 00014623 of rupees ten thousand each aggregating to rupees eleven crore seventy six lakh ninety thousand only allotted on 15-2-2005;
- 6.00% unsecured, redeemable, non-convertible, cumulative taxable infrastructure bonds in the nature of debentures (series-I) bearing distinctive numbers from 00009933 to 00042900 of rupees ten thousand each aggregating to thirty two crore ninety six lakh eighty thousand only allotted on 15-2-2005;
- 6.00% unsecured, redeemable, non-convertible, cumulative taxable infrastructure bonds in the nature of debentures (series-I) bearing distinctive numbers from 00002846 to 00002854 of rupees ten thousand each aggregating to rupees ninety thousand only allotted on 15-1-2005; and
- 6.00% unsecured, redeemable, non-convertible, non-cumulative taxable infrastructure Bonds in the nature of debentures (series-I) bearing distinctive numbers from 00009924 to 00009932 of rupees ten thousand each aggregating to rupees ninety thousand only allotted on 15-1-2005;

by the said corporation.

[No. 17/2005-Stamp/F. No. 33/20/2005-ST]

R. G. CHHABRA, Under Secy.

केन्द्रीय उत्पाद शुल्क, कोलकाता-IV आयुक्तालय
कोलकाता, 31 मई, 2005
सं. 01/2005-सीमाशुल्क (अधि.)

का.आ. 2046.—सीमाशुल्क अधिनियम, 1962 की धारा 9 के अधीन प्रदत्त अधिकार के तहत अधिसूचना सं. 33/94-सीमाशुल्क (अधि.) दिनांक 1 जुलाई, 1994 के साथ पठित वि. भ. (ग. वि.) परिपत्र सं. 31/2003-सीमाशुल्क दिनांक 07-04-2003 द्वारा प्रत्यायोजित अधिकार के अनुसार सीमाशुल्क अधिनियम, 1962 की धारा 9 के अधीन मोजा-माखला, डाकघर-उत्तरपाड़ा, जिला-हुगली, पश्चिम बंगाल को इसके साथ मालगोदाम स्टेशन के रूप में घोषित किया जाता है, ताकि वहाँ विकास आयुक्त, फलता एक्सपोर्ट प्रोसेसिंग जोन, वाणिज्य एवं औद्योगिक मंत्रालय, भारत सरकार द्वारा अनुमोदन प्राप्त केवल शत-प्रतिशत निर्यात उमुखी स्थापित की जा सके।

[सी. सं. 1/ IV(II)1/सीई/पी आर ओ/कोल-IV/2004]

ए. के. दास, आयुक्त

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, KOLKATA-IV

Kolkata, the 31st May, 2005

No. 01/2005-CUSTOMS (NT)

S. O. 2046.—In exercise of the powers conferred by under Section 9 of the Customs Act, 1962 as delegated by Notification No. 33/94-Customs (NT) dated 1st July, 1994 read with M. F. (D. R.) Circular No. 31/2003-Customs dated 7th April, 2003, Mouza-Makhla, P.O. UTTARPARA, Dist. Hooghly, in the State of West Bengal is hereby declared to be Warehousing Station under Section 9 of the Customs Act, 1962 for the limited purpose of setting up 100% Export Oriented Unit as approved by the Development Commissioner, Falta Export Processing Zone, Ministry of Commerce and Industry, Government of India.

[C. No. IV (II) 1/CE/PRO/KOL-IV/2004]

A. K. DAS, Commissioner

कार्यालय : आयुक्त, केन्द्रीय उत्पाद शुल्क, जयपुर-द्वितीय

जयपुर, 3 जून, 2005

(सीमाशुल्क)

संख्या 1/सीमाशुल्क (एन.टी.) जे पी-II/2005

का.आ. 2047.—भारत सरकार वित्त मंत्रालय, राजस्व विभाग, नई दिल्ली की अधिसूचना संख्या 33/94-सीमाशुल्क (एन.टी.) दिनांक 1 जुलाई, 1994 के अन्तर्गत प्रदत्त शक्तियों का प्रयोग करते हुए मैं, जे. चतुर्वेदी, आयुक्त केन्द्रीय उत्पाद शुल्क जयपुर-II एतद्वारा राजस्थान राज्य के उदयपुर जिला, ग्राम-नह में जाडोल फलासीया रोड के पास अराजी संख्या 3396 एवं 3414, को सीमा शुल्क अधिनियम 1962 (1962 का 52) की धारा 9 के अन्तर्गत शत प्रतिशत ई.ओ. यू. स्थापित करने के उद्देश्य से भण्डागार स्टेशन (वेयरहाउसिंग स्टेशन) घोषित करता हूँ।

[सी. सं. V (100% ई ओ यू) जे पी-II /30/6/2005]

जे. चतुर्वेदी, आयुक्त

OFFICE OF THE COMMISSIONER OF CENTRAL EXCISE, JAIPUR-II

Jaipur, the 3rd June, 2005

(CUSTOMS)

No. 1/CUS (NT) JP-II/2005

S.O. 2047.—In exercise of the powers conferred by Notification No. 33/94-Customs (NT) dated 1st July, 1994 of the Government of India, Ministry of Finance, Department of Revenue, New Delhi, I. J. Chaturvedi, Commissioner, Central Excise, Jaipur-II hereby declare Place at Araji No. 3396 & 3414, Jhadol Falasia Road Village Nai, Distt. Udaipur in the State of Rajasthan to be Warehousing Station under Section 9 of the Customs Act, 1962 (52 of 1962) for the Limited purpose of setting up of 100% Export Oriented Undertakings.

[C. No. V(100% EOU) JP-II/30/6/2005]

J. CHATURVEDI, Commissioner
आदेश

नई दिल्ली, 3 जून, 2005

का.आ. 2048.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/10/2005-सी.यू.एस. VIII, दिनांक 02-05-2005 को जारी किया और यह निर्देश दिया कि श्री सैयद हुसैन मदर @ चॉट, सुपुत्र श्री हुसैन मदर, निवासी मनेका बिल्डिंग नं. 175, द्वितीय तल, कमरा सं. 23, जेल रोड पूर्व, डोंगरी, चार नाल, मुम्बई-400009 को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, मुम्बई में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में चीजों की तस्करी करने से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, मुम्बई के सम्मुख उपस्थित हो।

[फा. सं. 673/10/2005-सी.यू.एस.-VIII]

एन. एम. कृष्णन, उप-सचिव (कोफेपोसा)

ORDER

New Delhi, the 3rd June, 2005

S.O. 2048.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/10/2005-Cus. VIII, dated

02-05-2005 under the said sub-section directing that Shri Sayyed Hussain Madar @ Chand S/o Shri Hussain Madar, R/o Maneka Building No. 175, 2nd Floor, Room No. 23, Jail Road East, Dongri, Char Nal, Mumbai-400009 be detained and kept in custody in the Central Prison, Mumbai with a view to preventing him from smuggling goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Mumbai within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/10/2005-Cus. VIII]

N. M. KRISHNAN, Dy Secy. (COFEPOSA)

आदेश

नई दिल्ली, 3 जून, 2005

का.आ. 2049.—अतः संयुक्त सचिव, भारत सरकार जिन्हें विदेशी मुद्रा संरक्षण और तस्करी निवारण अधिनियम, 1974 (1974 का 52) की धारा 3 की उपधारा (1) के अन्तर्गत विशेष रूप से शक्ति प्रदान की गई है, ने उक्त उप-धारा के अधीन आदेश फाइल सं. 673/14/2005-सी.यू.एस. VIII, दिनांक 02-05-2005 को जारी किया और यह निर्देश दिया कि श्री सदरुद्दीन बसर खान, सुपुत्र श्री बसर लाल खान, निवासी पारसिक हील, सेक्टर-26, प्लॉट नं. 93, नवी मुंबई को निरुद्ध कर लिया जाए और केन्द्रीय कारागार, मुंबई में अभिरक्षा में रखा जाए ताकि उन्हें भविष्य में माल की तस्करी का दुष्प्रेरण करने के साथ तस्करित माल के परिवहन या छिपाने या रखने का काम करने से अन्यथा तस्करित माल का व्यवहार करने जैसे कार्यों से रोका जा सके।

2. अतः केन्द्रीय सरकार के पास यह विश्वास करने का कारण है कि पूर्वोक्त व्यक्ति फरार हो गया है या स्वयं को छिपा रखा है जिससे यह आदेश निष्पादित नहीं किया जा सकता।

3. अतः अब उक्त अधिनियम की धारा 7 की उप-धारा (1) के खण्ड (ख) द्वारा प्रदत्त शक्ति का प्रयोग करते हुए केन्द्रीय सरकार एतद्वारा पूर्वोक्त व्यक्ति को यह निर्देश देती है कि वह शासकीय राजपत्र में इस आदेश के प्रकाशित होने के 7 दिन के भीतर पुलिस आयुक्त, नवी मुंबई के सम्मुख उपस्थित हो।

[फ. सं. 673/14/2005-सी.यू.एस.-VIII]

एन. एम. कृष्णन, उप सचिव (कोफेपोसा)

ORDER

New Delhi, the 3rd June, 2005

S.O. 2049.—Whereas the Joint Secretary to the Government of India, specially empowered under Sub-section (1) of Section 3 of the Conservation of Foreign Exchange and Prevention of Smuggling Activities Act, 1974 (52 of 1974) issued order F. No. 673/14/2005-Cus. VIII, dated

02-05-2005 under the said sub-section directing that Shri Sadruddin Basar Khan S/o Shri Basar Lal Khan, R/o Parsik Hill, Sector 26, Plot No. 93, Navi Mumbai be detained and kept in custody in the Central Prison, Mumbai with a view to preventing him from abetting the smuggling of goods as well as dealing in smuggled goods otherwise than by engaging in transporting or concealing or keeping smuggled goods in future.

2. Whereas the Central Government has reasons to believe that the aforesaid person has absconded or is concealing himself so that the order cannot be executed;

3. Now, therefore, in exercise of the powers conferred by Clause (b) of sub-section (1) of Section 7 of the said Act, the Central Government hereby directs the aforesaid person to appear before the Commissioner of Police, Navi Mumbai within 7 days of the publication of this order in the Official Gazette.

[F. No. 673/14/2005-Cus-VIII]

N. M. KRISHNAN, Dy. Secy. (COFEPOSA)

(आर्थिक कार्य विभाग)

(बैंकिंग प्रभाग)

नई दिल्ली, 1 जून, 2005

का.आ. 2050.—एष्ट्रीयकृत बैंक (प्रबंध एवं प्रकीर्ण उपबंध) योजना, 1970 के खंड 3 के उपखंड (1) के साथ पठित बैंककारी कंपनी (उपक्रमों का अर्जन एवं अंतरण) अधिनियम, 1970 की धारा 9 की उप-धारा (3) के खंड (ग) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा भारतीय रिजर्व बैंक, मुम्बई के मुख्य महाप्रबंधक श्री जी. श्रीनिवासन को भारतीय रिजर्व बैंक, चंडीगढ़ के मुख्य महाप्रबंधक श्री वी. रामचन्द्रराव के स्थान पर तत्काल प्रभाव से और अगला आदेश होने तक केनरा बैंक के निदेशक के रूप में नामित करती है।

[एफ. सं. 9/18/2000-बीओ-I]

जी.बी. सिंह, अवर सचिव

(Department of Economic Affairs)

(BANKING DIVISION)

New Delhi, the 1st June, 2005

S.O. 2050.—In exercise of the powers conferred by clause (c) of sub-section (3) of Section 9 of the Banking Companies (Acquisition and Transfer of Undertakings) Act, 1970, read with sub-clause (1) of Clause 3 of the Nationalised Banks (Management and Miscellaneous Provisions) Scheme, 1970, the Central Government, hereby nominates Shri G. Srinivasan, Chief General Manager, Reserve Bank of India, Mumbai as a Director of Canara Bank with immediate effect and until further orders vide Shri V. Ramachandra Rao, Chief General Manager, Reserve Bank of India, Chandigarh.

[F. No. 9/18/2000-BO-I]

G. B. SINGH, Under Secy.

(बीमा प्रभाग)

नई दिल्ली, 7 जून, 2005

का.आ. 2051.—जीवन बीमा निगम अधिनियम, 1956 (1956 का 31) की धारा 4 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, एतद्वारा निदेश देती है कि श्री ए.के. शुक्ला, भारतीय जीवन बीमा निगम के प्रबंध निदेशक, पदभार ग्रहण करने की तारीख से दो महीने की अवधि अथवा नियमित पदधारी की नियुक्ति अथवा अगले आदेश तक, जो भी पहले हो, प्रबंध निदेशक के अपने कर्तव्यों के अतिरिक्त निगम के अध्यक्ष पद का वर्तमान प्रभार वहन करेंगे तथा वे निगम के अध्यक्ष की सभी शक्तियों का प्रयोग और कार्य करेंगे।

[फा. सं. 14/11/2004-बीमा-IV]

जी. भुजबल, निदेशक

(INSURANCE DIVISION)

New Delhi, the 7th June, 2005

S.O. 2051.—In exercise of the powers conferred by Section 4 of the Life Insurance Corporation Act, 1956 (31 of 1956) the Central Government hereby directs that Shri A. K. Shukla, Managing Director of the Life Insurance Corporation of India will hold current charge of the post of Chairman of the Corporation, in addition to his duties as Managing Director, and he shall exercise all the powers and the functions of the Chairman of the Corporation, for a period of two months from the date of assumption of charge of the post or till the date of appointment of a regular incumbent or until further orders, whichever event occurs earliest.

[F. No. 14/11/2004-Ins. IV]

G. BHUJABAL, Director

स्वास्थ्य और परिवार कल्याण मंत्रालय

(स्वास्थ्य विभाग)

नई दिल्ली, 31 मई, 2005

का.आ. 2052.—भारतीय आयुर्विज्ञान अधिनियम, 1956 (1956 का 102) की धारा 3 की उप-धारा (1) के खण्ड (ख) के अनुसरण में, डा. वी.के. जैन आचार्य एवं अध्यक्ष, त्वचा एवं रतिज रोग विभाग, पं. बी.डी. शर्मा स्नातकोत्तर आयुर्विज्ञान संस्थान, रोहतक, हरियाणा को एम.डी. यूनिवर्सिटी, रोहतक की सभा द्वारा इस अधिसूचना के जारी होने की तारीख से भारतीय आयुर्विज्ञान परिषद् के एक सदस्य के रूप में निर्वाचित किया गया है।

अतः अब, उक्त अधिनियम की धारा 3 की उप-धारा (1) के उपबंध के अनुसरण में केन्द्र सरकार एतद्वारा भारत सरकार के तत्कालीन स्वास्थ्य मंत्रालय की दिनांक 9 जनवरी, 1960 की अधिसूचना संख्या का. आ. 138 में निम्नलिखित और संशोधन करती है, अर्थात् :—

उक्त अधिसूचना में “धारा 3 की उप-धारा (1) के खण्ड (ख) के अधीन निर्वाचित” शीर्षक के अंतर्गत क्रम संख्या 54 और उससे संबंधित प्रविष्टियों के स्थान पर निम्नलिखित क्रम संख्या और प्रविष्टियां प्रतिस्थापित की जाएंगी, अर्थात् :—

“54. डा. वी.के. जैन, एम.डी. यूनिवर्सिटी”
आचार्य एवं अध्यक्ष,
त्वचा एवं रतिज रोग विभाग,
पं. बी.डी. शर्मा स्नातकोत्तर आयुर्विज्ञान संस्थान,
रोहतक, हरियाणा

[सं. वी-11013/2/2004-एम.इ.(नीति-1)]

अरविंद कुमार, अवर सचिव

MINISTRY OF HEALTH AND FAMILY WELFARE

(Department of Health)

New Delhi, the 31st May, 2005

S. O. 2052.—Whereas in pursuance of clause (b) of Sub-section (1) of Section 3 of the Indian Medical Council Act, 1956 (102 of 1956) Dr. V. K. Jain, Professor & Head, Department of Skin & V.D. Pt. B.D. Sharma Postgraduate Institute of Medical Sciences, Rohtak, Haryana, has been elected by the Court of the M.D. University, Rohtak to be a member of the Medical Council of India with effect from the date of issue of this notification.

Now, therefore, in pursuance of the provision of Sub-section (1) of Section 3 of the said Act, the Central Government hereby makes the following further amendment in the Notification of the Government of India in the then Ministry of Health number S.O. 138, dated the 9th January, 1960, namely :—

In the said Notification, under the heading, ‘Elected under clause (b) of Sub-section (1) of Section 3’, for serial number 54 and the entry relating thereto the following serial number and entry shall be substituted, namely :—

“54. Dr. V. K. Jain, M.D. University
Professor & Head,
Department of Skin & V.D.
Pt. B.D. Sharma Postgraduate
Institute of Medical Sciences,
Rohtak, Haryana

[No. V-11013/2/2004-ME(Policy-I)]

ARVIND KUMAR, Under Secy.

भारत मौसम विज्ञान विभाग

मौसम विज्ञान के महानिदेशक का कार्यालय

नई दिल्ली, 3 जून, 2005

का.आ. 2053.—राष्ट्रपति, केन्द्रीय सिविल सेवा (चार्यांकरण, नियंत्रण और अपील) नियम, 1965 के नियम 9 के उप-नियम (2) और नियम 12 के उप-नियम (2) के खंड (ख) और नियम 24 के उप-नियम (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए और भारत सरकार के विज्ञान और प्रौद्योगिकी मंत्रालय में भारत मौसम विज्ञान विभाग की अधिसूचना सं. का.आ. 790 तारीख 4 मार्च, 1991 को अधिक्रांत करते हुए, यह निर्देश देते हैं कि इससे उपाबद्ध अनुसूची के भाग 1, 2, 3 और 4 के स्तंभ 1 में विनिर्दिष्ट भारत मौसम विज्ञान विभाग में, भारत मौसम विज्ञान सेवा-समूह 'ख' राजपत्रित, साधारण केन्द्रीय सेवा समूह "ख" राजपत्रित और अराजपत्रित, समूह "ग" और समूह "घ" के पदों की बाबत स्तंभ 2 में विनिर्दिष्ट प्राधिकारी नियुक्ति प्राधिकारी होंगे और स्तंभ 3 और 5 में विनिर्दिष्ट प्राधिकारी स्तंभ 4 में विनिर्दिष्ट शास्त्रियों के संबंध में क्रमशः अनुशासन प्राधिकारी और अपील प्राधिकारी होंगे।

अनुसूची

भाग-1 भारत मौसम विज्ञान सेवा-समूह "ख" राजपत्रित

भारत मौसम विज्ञान विभाग

पद का विवरण	नियुक्ति प्राधिकारी	शास्त्रियां अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्त्रियां जिन्हें अधिरोपित किया जा सकता है (नियम 11 में मद संख्याओं के प्रति निर्देश से)	अपील प्राधिकारी
(1)	(2)	(3)	(4)
भारत मौसम विज्ञान सेवा समूह "ख". राजपत्रित	प्राधिकारी	शास्त्रियां	

सहायक मौसम विज्ञानी श्रेणी-I	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक मौसम विज्ञान अपर महानिदेशक/मौसम विज्ञान उप महानिदेशक, जो कार्यालय के या प्रादेशिक मौसम विज्ञान केन्द्र के प्रधान के रूप में कार्यरत हों, अपने- अपने स्थापनों में धारित पदों के लिए।	सभी (i) से (iv)	राष्ट्रपति मौसम विज्ञान महानिदेशक
		मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)—मौसम विज्ञान महानिदेशक के कार्यालय, केन्द्रीय भूकम्प वेधशाला, शिलांग और खगोल विज्ञान केन्द्र, कोलकाता के स्थापनों में धारित पदों के लिए।	वही	वही

अनुसूची

भाग-2 साधारण केन्द्रीय सेवा-समूह "ख" राजपत्रित

भारत मौसम विज्ञान विभाग

पद का विवरण	नियुक्ति प्राधिकारी	शास्त्रियां अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्त्रियां जिन्हें अधिरोपित किया जा सकता है (नियम 11 में मद संख्याओं के प्रति निर्देश से)	प्राधिकारी	शास्त्रियां	अपील प्राधिकारी
(1)	(2)	(3)	(4)	(5)	
साधारण केन्द्रीय सेवा समूह "ख" राजपत्रित					
प्रशासनिक अधिकारी वरिष्ठ निजी सचिव निजी सचिव हिन्दी अधिकारी सहायक मौसम विज्ञानी श्रेणी-II सहायक मौसम विज्ञानी श्रेणी-II (फोरमैन) (औद्योगिक) सहायक मौसम विज्ञानी श्रेणी-II (फोरमैन) (गैर-औद्योगिक)	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक मौसम विज्ञान अपर महानिदेशक/मौसम विज्ञान उप महानिदेशक, जो कार्यालय के या प्रादेशिक मौसम विज्ञान केन्द्र के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनों में धारित पदों के लिए।	सभी (i) से (iv)	राष्ट्रपति मौसम विज्ञान महानिदेशक	
समूह "ख"		मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)—मौसम विज्ञान महानिदेशक के कार्यालय, केन्द्रीय भूकम्प वेधशाला, शिलांग और खगोल विज्ञान केन्द्र, कोलकाता के स्थापनों में धारित पदों के लिए।	वही	वही	
अराजपत्रित					
ज्येष्ठ अनुवादक आशुलिपिक श्रेणी-I अधीक्षक वैज्ञानिक सहायक	मौसम विज्ञान महानिदेशक	मौसम विज्ञान महानिदेशक मौसम विज्ञान अपर महानिदेशक/मौसम विज्ञान उप महानिदेशक, जो कार्यालय के या प्रादेशिक मौसम विज्ञान केन्द्र के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनों में धारित पदों के लिए।	सभी (i) से (iv)	राष्ट्रपति मौसम विज्ञान महानिदेशक	
		मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)—मौसम विज्ञान महानिदेशक के कार्यालय, केन्द्रीय भूकम्प वेधशाला, शिलांग और खगोल विज्ञान केन्द्र, कोलकाता के कार्यालयों में धारित पदों के लिए।	वही	वही	

भाग-3 साधारण केन्द्रीय सेवा—समूह “ग”

अनुसूची

भारत मौसम विज्ञान विभाग

पद का विवरण	नियुक्ति प्राधिकारी	शास्त्रियां अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्त्रियां जिन्हें अधिरोपित किया जा सकता है (नियम 11 में मद संख्याओं के प्रति निर्देश से)	प्राधिकारी	शास्त्रियां	अपील प्राधिकारी
(1)	(2)	(3)	(4)	(5)	
साधारण केन्द्रीय सेवा समूह “ग”					
आशुलिपिक श्रेणी-II	मौसम विज्ञान उप महानिदेशक	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)	सभी	मौसम विज्ञान महानिदेशक	
पुस्तकालय तथा सूचना सहायक कनिष्ठ अनुबादक प्रशासनिक सहायक सुरक्षा निरीक्षक प्रबंधक (कैटीन) यांत्रिक सहायक	(प्रशासन और भंडार)	मौसम विज्ञान अपर महानिदेशक, (अनुसंधान), पुणे स्थित कार्यालय में मौसम विज्ञान उप महानिदेशक और मौसम विज्ञान उप महानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनों में धारित पदों के लिए। मौसम विज्ञान महानिदेशक का कार्यालय, नई दिल्ली के लिए मुख्यालय में निदेशक/मौसम विज्ञानी (स्थापन)	(i) से (iv) वही	मौसम विज्ञान महानिदेशक	
अन्य पद जिसके अंतर्गत कैन्टीन कर्मचारीवृत्त भी हैं। (क) मौसम विज्ञान महानिदेशक के कार्यालय, भूकम्प विज्ञान वेधशालाओं, नागर विमानन प्रशिक्षण केन्द्र, बमरौली से संबंद्ध मौसम विज्ञान एककों और जल मौसम वेधशालाओं, जो मौसम विज्ञान महानिदेशक, केन्द्रीय भूकम्प वेधशाला शिलांग, खगोल विज्ञान केन्द्र, कोलकाता के स्थापनों के धारित पदों के लिए।	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)	सभी	मौसम विज्ञान महानिदेशक	
		निदेशक या मौसम विज्ञानी केन्द्रीय भूकम्प वेधशाला, शिलांग जो कार्यालय के प्रधान के रूप में कार्यरत हों, अपने कार्यालयों में पदों के लिए। मुख्यालय कार्यालय में निदेशक/मौसम विज्ञानी (स्थापन)	(i) से (iv)	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)	

(1)	(2)	(3)	(4)	(5)
(ख) ऊपर 'क' में उल्लिखित स्थापनों से भिन्न स्थापनों के लिए।	मौसम विज्ञान अपर महानिदेशक (अनुसंधान), पुणे स्थित कार्यालय में मौसम विज्ञान उप महानिदेशक और मौसम विज्ञान उप महानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों, अपने-अपने अपने स्थापनों में धारित पदों के लिए।	मौसम विज्ञान अपर महानिदेशक (अनुसंधान), पुणे स्थित कार्यालय में मौसम विज्ञान उप महानिदेशक और मौसम विज्ञान उप महानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनों में धारित पदों के लिए।	सभी	मौसम विज्ञान महानिदेशक
	प्रशासन का भारसाधक प्रशासनिक अधिकारी/सहायक मौसम विज्ञानी श्रेणी-I	प्रशासन का भारसाधक प्रशासनिक अधिकारी/सहायक मौसम विज्ञानी श्रेणी-I	(i) से (iv)	सम्बन्धित मौसम विज्ञान उप महानिदेशक

भाग-4 साधारण केन्द्रीय सेवा—समूह “घ”

अनुसूची

भारत मौसम विज्ञान विभाग

पद का विवरण	नियुक्ति प्राधिकारी	शास्त्रियां अधिरोपित करने के लिए सक्षम प्राधिकारी और वे शास्त्रियां जिन्हें अधिरोपित किया जा सकता है (नियम 11 में मद संख्याओं के प्रति निर्देश से)		
		प्राधिकारी	शास्त्रियां	अपील प्राधिकारी
(1)	(2)	(3)	(4)	(5)
साधारण केन्द्रीय सेवा समूह “घ” कैन्टीन कर्मचारीबृन्द सहित				
1. मौसम विज्ञान महानिदेशक के स्थापन में धारित सभी पद और मौसम विज्ञान महानिदेशक के स्थापन द्वारा धारित जल मौसम विज्ञान और भूकम्प विज्ञान एककों के स्थापनों के सभी पद।	मौसम विज्ञान महानिदेशक के कार्यालय में मौसम विज्ञानी (प्रशासन)	मौसम विज्ञान महानिदेशक के कार्यालय में जौसम विज्ञानी (प्रशासन)	सभी	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)
		मौसम विज्ञान महानिदेशक के कार्यालय में प्रशासन का भारसाधक प्रशासनिक अधिकारी/सहायक मौसम विज्ञानी श्रेणी-I	(i) से (iv)	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)

(1)	(2)	(3)	(4)	(5)
2. केन्द्रीय भूकम्प वेधशाला (शिलांग) में सभी पद ।	केन्द्रीय भूकम्प वेधशाला शिलांग का भारसाधक निदेशक/मौसम निदेशक/मौसम विज्ञानी	केन्द्रीय भूकम्प वेधशाला शिलांग का भारसाधक निदेशक/मौसम विज्ञानी	सभी	मौसम विज्ञान उप महानिदेशक (प्रशासन और भंडार)
3. अन्य कार्यालयों में सभी पद (जिसके अंतर्गत खगोल विज्ञान केन्द्र, कोलकाता भी है)	प्रशासन का भारसाधक प्रशासनिक अधिकारी/सहायक मौसम विज्ञानी प्रशासनिक श्रेणी-I अधिकारी/सहायक मौसम विज्ञानी प्रशासनिक श्रेणी-I	प्रशासन का भारसाधक प्रशासनिक अधिकारी/सहायक मौसम विज्ञानी प्रशासनिक श्रेणी-I	सभी	<p>(i) मौसम विज्ञान अपर महानिदेशक, (अनुसंधान), युणे स्थित कार्यालय में मौसम विज्ञान उप महानिदेशक तथा मौसम विज्ञान उप महानिदेशक जो कार्यालयों/प्रादेशिक मौसम विज्ञान केन्द्रों के प्रधान के रूप में कार्यरत हों, अपने-अपने स्थापनाओं में धारित पदों के लिए।</p> <p>(ii) निदेशक या मौसम विज्ञानी, जो खगोल विज्ञान केन्द्र कोलकाता के कार्यालय के प्रधान के रूप में कार्यरत हों, खगोल विज्ञान केन्द्र कोलकाता के पदों की बाबत।</p>

[सं. सी-11012/1/00]

भूकन लाल, मौसम विज्ञान अपर महानिदेशक (जल मौसम एवं कृषि)

INDIA METEOROLOGICAL DEPARTMENT

(OFFICE OF THE DIRECTOR GENERAL OF METEOROLOGY)

New Delhi, the 3rd June, 2005

S.O. 2053.—In exercise of the powers conferred by sub-rule (2) of rule 9 and clause (b) of sub-rule (2) of rule 12 and sub-rule (1) of rule 24 of the Central Civil Services (Classification, Control and Appeal) Rules, 1965, and in supersession of the notification of the Government of India, in the Ministry of Science and Technology, India Meteorological Department No. S. O. 790 dated 4th March, 1991, the President hereby directs that in respect of the posts in the India Meteorological Department, Indian Meteorological Service, Group 'B' Gazetted, General Central Services Group 'B' Gazetted and Non-Gazetted, Group 'C' and Group 'D', specified in column 1 of Parts I, II, III and IV of the Schedule annexed herewith, the authority specified in column 2 shall be the Appointing Authority and the authorities specified in columns 3 and 5 shall be the Disciplinary Authority and the Appellate Authority respectively in regard to the penalties specified in column 4.

SCHEDULE**Part-I Indian Meteorological Service—Group ‘B’ Gazetted****India Meteorological Department**

Description of the post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in Rule-11)		Appellate Authority
		Authority	Penalties	
1	2	3	4	5

INDIAN METEOROLOGICAL SERVICE—GROUP ‘B’ GAZETTED

Assistant Meteorologist Gr. I	Director General of Meteorology	Director General of Meteorology	All	President
		Additional Director General of Meteorology/Deputy Director General of Meteorology working as Head of the office or Head of Regional Meteorological Centre for the posts borne in their respective establishments.	(i) to (iv)	Director General of Meteorology
		Deputy Director General of Meteorology (Administration and Stores) for the posts borne in the establishment of Director General of Meteorology, Central Seismological Observatory Shillong and Positional Astronomy Centre Kolkata.	-do-	-do-

GENERAL CENTRAL SERVICE—GROUP ‘B’ GAZETTED

Administrative Officer Senior Private Secretary	Director General of Meteorology	Director General of Meteorology	All	President
Private Secretary Hindi Officer Asstt. Meteorologist Gr. II Asstt. Meteorologist Gr. II (Foreman) (Industrial)		Additional Director General of Meteorology/Deputy Director General of Meteorology working as Head of the office or Head of Regional Meteorological Centre for the posts borne in their respective establishments.	(i) to (iv)	Director General of Meteorology
Asstt. Meteorologist Gr. II (Foreman) (Non-Industrial)		Deputy Director General of Meteorology (Administration and Stores) for the posts borne in the establishment of Director General of Meteorology, Central Seismological Observatory Shillong and Positional Astronomy Centre, Kolkata.	-do-	-do-

1

2

3

4

5

GROUP 'B' NON-GAZETTED

Senior Translator, Stenographer Gr. I,	Director General of Meteorology	Director General of Meteorology	All	President
Superintendent, Scientific Assistant		Additional Director General of Meteorology/Deputy Director General of Meteorology working as Head of the Office or Head of Regional Meteorological Centre for the posts borne in their respective establishments.	(i) to (iv)	Director General of Meteorology
		Deputy Director General of Meteorology (Administration and Stores) for the posts borne in the Office of the Director General of Meteorology, Central Seismological Observatory Shillong and Positional Astronomy Centre, Kolkata.	-do-	-do-

PART-III, GENERAL CENTRAL SERVICE—GROUP 'C'**SCHEDULE****India Meteorological Department**

Description of the post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in Rule-11)		Appellate Authority
		Authority	Penalties	
1	2	3	4	5

GENERAL CENTRAL SERVICE-GROUP 'C'

Stenographer GR.II., Library and Information Assistant, Junior Translator Administrative Assistant. Security Inspector, Manager (Canteen), Mechanical Assistant	Deputy Director General of Meteorology (Administration and Stores)	Deputy Director General of Meteorology (Administration and Stores) Deputy Director General of Meteorology in the Office of the Additional Director General of Meteorology (Research), Pune and Deputy Director General of Meteorology working as Head of the offices/Regional Meteorological Centres for the posts borne in their respective establishments.	All (i) to (iv)	Director General of Meteorology Director General of Meteorology
		Director/Meteorological (Establishment) at Head Quarter, Office of the Director General of Meteorology, New Delhi.	-do-	-do-

1

2

3

4

5

OTHER POSTS INCLUDING CANTEEN STAFF

(a) In the Office of the Director General of Meteorology, Seismological Observatories, Meteorological Units attached to Civil Aviation Training Centre, Bamrauli and Hydro-Meteorological Observatories which are borne on the establishment of the Director General of Meteorology, Central Seismological Observatory, Shillong and Positional Astronomy Centre, Kolkata.	Deputy Director General of Meteorology (Administration and Stores)	Deputy Director General of Meteorology (Administration and Stores) Director or Meteorologist working as Head of Office, Central Seismological Observatory, Shillong for posts in their offices. Director/Meteorologist (Establishment) at Head Quarter Office.	All (i) to (iv)	Director General of Meteorology Deputy Director General of Meteorology (Administration and Stores)
(b) For the establishments/ other than mentioned above at (a)	Deputy Director General of Meteorology in the Office of the Additional Director General of Meteorology (Research), Pune and Deputy Director General of Meteorology working as Head of the Offices/Regional Meteorological Centres for the posts borne in their respective establishments.	Deputy Director General of Meteorology in the Office of the Additional Director General of Meteorology (Research), Pune and Deputy Director of Meteorology working as Head of the Offices/Regional Meteorological Centres for the posts borne in their respective establishments. Administrative Officer/Assistant Meteorologist Gr. I, In charge of the Administration.	All (i) to (iv)	Director General of Meteorology Deputy Director General of Meteorology concerned.

PART-IV GENERAL CENTRAL SERVICE—GROUP ‘D’**SCHEDULE****India Meteorological Department**

Description of the post	Appointing Authority	Authority competent to impose penalties and penalties which it may impose (with reference to item numbers in Rule-11)	Appellate Authority	
1	2	3	4	5

**GENERAL CENTRAL SERVICE-GROUP ‘D’
INCLUDING CANTEEN STAFF**

1. All posts borne on the establishment of the Director General of Meteorology and Hydro-Meteorological and Seismological Units borne on the establishment of the Director General of Meteorology.	Meteorologist (Administration) in the office of the Director General of Meteorology.	Meteorologist (Administration) in the office of the Director General of Meteorology. Administrative Officer/Assistant Meteorologist Gr. I In charge of the Administration in the office of the Director General of Meteorology.	All (i) to (iv)	Deputy Director General of Meteorology (Administration and Stores). Deputy Director General of Meteorology (Administration and Stores)
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1	2	3	4	5
2. All posts in Central Seismological Observatory Shillong.	Director/Meteorologist In charge, Central Seismological Observatory, Shillong.	Director/Meteorologist Incharge, Central Seismological Observatory Shillong.	All	Deputy Director General of Meteorology (Administration and Stores).
3. All posts in other offices (including Positional Astronomy Centre, Kolkata.)	Administrative Officer/ Assistant Meteorologist Gr.I Incharge of the Administration.	Administrative Officer/Assistant Meteorologist Gr. I Incharge of the Administration	All	(i) Deputy Director General of Meteorology in the office of the Additional Director General of Meteorology (Research), Pune and Deputy Director General of Meteorology Working as Head of Office/ Regional Meteorological Centres for the posts borne in their respective establishments. (ii) Director/Meteorologist working as Head of Office for Positional Astronomy Centre, Kolkata in respect of posts in Positional Astronomy Centre Kolkata.

[No. C-11012/1/00]

BHUKAN LAL, Addl. Director General of Meteorology (H&A)

सूचना और प्रसारण मंत्रालय

शुद्धिपत्र

नई दिल्ली, 3 जून, 2005

का.आ. 2054.—भारत सरकार के सूचना और प्रसारण मंत्रालय की अधिसूचना सं. का.आ. 311(अ), तारीख 11 मार्च, 2005 में, जो भारत के राजपत्र, असाधारण, भाग II, खण्ड 3, उपखण्ड (ii) में प्रकाशित हुई थी, “न्यायमूर्ति श्री जी.एन. रौय” के स्थान पर “न्यायमूर्ति श्री गणेन्द्र नारायण रौय” पढ़ें।

[फा. सं. 4/14/2004-प्रेस]

पी. के. त्रिपाठी, संयुक्त सचिव

MINISTRY OF INFORMATION AND BROADCASTING
CORRIGENDUM

New Delhi, the 3rd June, 2005

S.O. 2054.—In the notification of the Government of India in Ministry of Information and Broadcasting, vide number S.O. 311(E) dated the 11th March, 2005 and published in Part II, section 3, Sub-section (ii) of the Gazette of India, Extraordinary, for “Shri Justice G.N. Roy”, read “Shri Justice Ganendra Narayan Ray”.

[File No. 4/14/2004-Press]

P. K. TRIPATHI, Jt. Secy.

इस्पात मंत्रालय

नई दिल्ली, १ जून, 2005

का.आ. 2055.—राजभाषा (संघ के शासकीय प्रयोजनों के लिए प्रयोग) नियम, 1976 (यथा संशोधित, 1987) के नियम-10 के उपनियम (4) के अनुसरण में केन्द्रीय सरकार एतद्वारा इस्पात मंत्रालय के प्रशासनिक नियंत्रणाधीन फैरो स्कैप निगम लिमिटेड की भिलाई इकाई जिसके 80 प्रतिशत से अधिक कर्मचारीवृन्द ने हिन्दी का कार्यसाधक ज्ञान प्राप्त कर लिया है, को अधिसूचित करती है।

[सं. ई.-11011/6/2001-हिन्दी]

अनीता प्रवीण, निदेशक

MINISTRY OF STEEL

New Delhi, the 1st June, 2005

S.O. 2055.—In pursuance of sub-rule (4) of Rule 10 of the Official Language (Use for official purpose of the Union) Rules, 1976 (as amended, 1987) the Central Government hereby notifies the Bhilai Unit of Ferro Scrap Nigam Limited, Bhilai under the administrative control of Ministry of Steel, where more than 80% staff have acquired working knowledge of Hindi.

[No. E.-11011/6/2001-HINDI]

ANITA PARVEEN, Director

उपभोक्ता मामले, खाद्य और सार्वजनिक वितरण मंत्रालय

(उपभोक्ता मामले विभाग)

भारतीय मानक ब्यूरो

नई दिल्ली, 29 अप्रैल, 2005

का.आ. 2056.—भारतीय मानक ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम स्थापित भारतीय मानक(कों) की संख्या वर्ष और शीर्षक संख्या	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि	
(1)	(2)	(3)	(4)
1. आई एस 3971: 2005/आई एस ओ 445 : 1996 सामग्री प्रहस्तान के लिए पैलेट—शब्दावली (दूसरा पुनरीक्षण)	आई एस 3971 : 1999	28 फरवरी, 2005	
2. आई एस 15547 : 2005 स्वचल वाहन—चार पहिये वाले वाहनों के लिए प्लास्टिक की ईंधन टंकी	—	28 फरवरी, 2005	
3. आई एस 15563 : 2005/आई एस ओ 17269 : 2000 यात्री कार टायर—रोलिंग परिधि को मापने की पद्धतियां— भारित नए टायर	—	28 फरवरी, 2005	

इस भारतीय मानक की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, ९ बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ टी ई डी/जी-16]

पी. सी. जोशी, निदेशक एवं प्रमुख (परिवहन इंजीनियरिंग विभाग)

MINISTRY OF CONSUMER AFFAIRS, FOOD AND PUBLIC DISTRIBUTION

(Department of Consumer Affairs)

BUREAU OF INDIAN STANDARDS

New Delhi, the 29th April, 2005

S.O. 2056.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each :

SCHEDULE

Sl. No. Year & title of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established	
(1)	(2)	(3)	(4)
1. IS 3971 : 2005/ISO 445 : 1996 Pallets for Materials Handing—Vocabulary (Second Revision)	IS 3971 : 1999	28 Feb., 2005	
2. IS 15547 : 2005 Automotive Vehicles Plastic fuel tank for four wheelers.	—	28 Feb., 2005	
3. IS 15563 : 2005/ISO 17269 : 2000 Passenger car tyres—Methods for measuring rolling circumference —Loaded new.	—	28 Feb., 2005	

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. TED/G-16]

P.C. JOSHI, Director & Head (Transport Engg.)

नई दिल्ली, 26 मई, 2005

का.आ. 2057.—भारतीय मानक व्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक व्यूरो एतद्वारा अधिसूचित करता है कि जिन भारतीय मानकों के विवरण नीचे अनुसूची में दिए गए हैं वे स्थापित हो गए हैं :—

अनुसूची

क्रम स्थापित भारतीय मानक(कों) की संख्या वर्ष और सीर्चक संख्या	नये भारतीय मानक द्वारा अतिक्रमित भारतीय मानक अथवा मानकों, यदि कोई हो, की संख्या और वर्ष	स्थापित तिथि	
(1)	(2)	(3)	(4)
1. आई एस 774 : 2004 अंग्रेजी टटियों व मूत्रालयों के लिए प्रधावन टंकियां (प्लास्टिक की टंकियों को छोड़कर) —विशिष्ट (पांचवा पुनरीक्षण)	आई एस 774 : 1984	1 जुलाई, 2005	

इस भारतीय मानक की प्रतियां भारतीय मानक व्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चंडीगढ़, चेन्नई, मुम्बई तथा शारखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूर्णे तथा तिरुवनन्तपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीईडी 3/गजट]

सतीश कुमार जैन, निदेशक एवं प्रमुख (सिविल इंजीनियर)

New Delhi, the 26th May, 2005

S.O. 2057.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rule 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that the Indian Standards, particulars of which are given in the Schedule hereto annexed have been established on the date indicated against each:

SCHEDULE

Sl. No. & Year of the Indian Standards Established	No. & Year of Indian Standards, if any, Superseded by the New Indian Standard	Date of Established	
(1)	(2)	(3)	(4)
1. IS 774: 2004 Specification for Flushing Cisterns for Water Closets and Urinals (Other than Plastic Cisterns) (Fifth Revision)	IS 774 : 1984	1 July, 2005	

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9 Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. CED 3/Gazette]

S.K. JAIN, Director & Head (Civil Engineering)

नई दिल्ली, 27 मई, 2005

का.आ. 2058.—भारतीय मानक, ब्यूरो नियम, 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक(कों) की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि	
(1)	(2)	(3)	(4)
1. 303 : 1989	3 दिसम्बर 2004	4 जनवरी 2005	
2. 14587 : 1998	3 मार्च, 2005	9 मई 2005	

इस संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9 बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा दिल्लीनन्दापुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ सीईडी/राजपत्र]

सतीश कुमार जैन, निदेशक एवं प्रमुख (सिविल इंजीनियर)

New Delhi, the 27th May, 2005

S.O. 2058.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendments to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year of the Indian Standards No.	No. and year of the amendment	Date from which the amendment shall have effect	
(1)	(2)	(3)	(4)
1. 303 : 1989	3, December, 2004	4, January, 2005	
2. 14587 : 1998	3, March, 2004	9, May 2005	

Copy of this Standard is available for sale with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. CED/Gazette]

S.K. JAIN, Director & Head (Civil Engineering)

नई दिल्ली, 2 जून, 2005

का.आ. 2059.—भारतीय मानक ब्यूरो नियम 1987 के नियम 7 के उपनियम (1) के खंड (ख) के अनुसरण में भारतीय मानक ब्यूरो एतद्वारा अधिसूचित करता है कि नीचे अनुसूची में दिये गये मानक (कों) में संशोधन किया गया/किये गये हैं :—

अनुसूची

क्रम संशोधित भारतीय मानक की संख्या और वर्ष संख्या	संशोधन की संख्या और तिथि	संशोधन लागू होने की तिथि	
(1)	(2)	(3)	(4)
1. 2083 : 1991-क्षणदीप-विशिष्ट। दूसरा पुनरीक्षण	2 अप्रैल 2005	31 मई 2005	

इस संशोधनों की प्रतियां भारतीय मानक ब्यूरो, मानक भवन, 9, बहादुर शाह जफर मार्ग, नई दिल्ली-110002, क्षेत्रीय कार्यालयों, नई दिल्ली, कोलकाता, चण्डीगढ़, चेन्नई, मुम्बई तथा शाखा कार्यालयों अहमदाबाद, बंगलौर, भोपाल, भुवनेश्वर, कोयम्बतूर, गुवाहाटी, हैदराबाद, जयपुर, कानपुर, पटना, पूणे तथा तिरुवनंतपुरम में बिक्री हेतु उपलब्ध हैं।

[संदर्भ ईटी 10/टी-7]

पी.के. मुखर्जी, वैज्ञा.-एफ एवं प्रमुख (विद्युत तकनीकी)

New Delhi, the 2nd June, 2005

S.O. 2059.—In pursuance of clause (b) of sub-rule (1) of Rule (1) of Rules 7 of the Bureau of Indian Standards Rules, 1987, the Bureau of Indian Standards hereby notifies that amendment to the Indian Standards, particulars of which are given in the Schedule hereto annexed have been issued :

SCHEDULE

Sl. No. and year of the Indian Standards No.	No. and year of the amendment	Date from which the amendment shall have effect	
(1)	(2)	(3)	(4)
1. 2083 : 1991 Flashlights—Specification (Second revision)	2, April, 2005	31, May 2005	

Copy of this amendment is available with the Bureau of Indian Standards, Manak Bhavan, 9, Bahadur Shah Zafar Marg, New Delhi-110002 and Regional Offices : New Delhi, Kolkata, Chandigarh, Chennai, Mumbai and also Branch Offices : Ahmedabad, Bangalore, Bhopal, Bhubaneshwar, Coimbatore, Guwahati, Hyderabad, Jaipur, Kanpur, Nagpur, Patna, Pune, Thiruvananthapuram.

[Ref. ET 10/T-7]

P.K. MUKHERJEE, Sc.-F & Head (Electrotechnical)

नई दिल्ली, 1 जून, 2005

का.आ. 2060.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप हैं और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टेक्नोवेग इंडिया, 1/11447, सुभाष पार्क एक्सटेंशन, गली सं. 2, नवीन शाहदरा, दिल्ली-110032 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-III) वाले “टेक्नोवेग” शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (टेबल टाप प्रकार) के मॉडल का, जिसके ब्राइंड का नाम “टेक्नोवेग” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/514 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 24 कि. ग्रा. और न्यूनतम क्षमता 100 ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्याप्त करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उपधारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त माडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के बैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 100 मि. ग्रा. से 2 ग्रा. तक “ई” मान के लिए 100 से 10,000 तक की रेंज में सत्यापन मापमान अन्तराल (एन) और 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में मापमान (एन) अन्तराल सहित 50 कि. ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^8 , 2×10^8 या 5×10^8 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

[फा.सं. ८८५-२१(१२)/२००२]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 1st June, 2005

S.O. 2060.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of non-automatic (Table top type) weighing instrument with digital indication of "Technoweigh" series of medium accuracy (Accuracy class-III) and with brand name "Technoweigh" (herein referred to as the said model), manufactured by M/s. Technoweigh India, 1/11447, Subhash Park Extension, Street No. 2, Naveen Shadara, Delhi-110032 and which is assigned the approval mark IND/09/2004/514;



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, accuracy and performance of same series with maximum capacity up to 50 kg. with verification scale interval (n) in the range of 100 to 10,000 for 'e' value of 100 mg to 2 g. or with verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g. or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being a positive or negative whole number or equal to zero manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

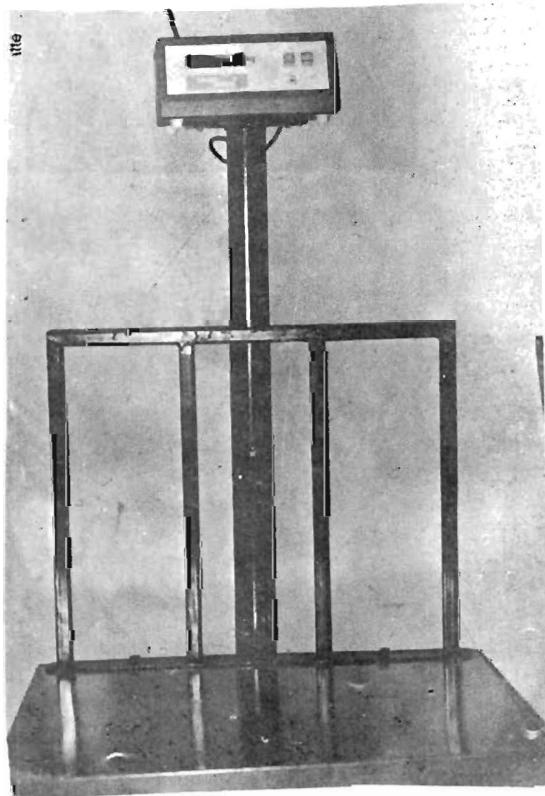
[F. No. WM-21(12)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 1 जून, 2005

का.आ. 2061.—केन्द्रीय सरकार का, विहित ग्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टेक्नोवेग इंडिया, 1/11447, सुभाष पार्क एक्सटेंशन, गली सं. 2, नवीन शाहदग, दिल्ली-110032 द्वारा विनिर्मित मध्यम यथार्थता (यथार्थता वर्ग-I/III) वाले “टेक्नोवेग” शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (प्लेटफार्म प्रकार) के मॉडल का, जिसके ब्राण्ड का नाम “टेक्नोवेग” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/515 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित तोलन उपकरण है। इसकी अधिकतम क्षमता 2000 कि. ग्रा. और न्यूनतम क्षमता 4 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 200 ग्रा. है। इसमें एक आधेयतुलन युक्ति है जिसका शत-प्रतिशत व्यवकलनात्मक धारित आधेयतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण 1230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।



स्टाम्पिंग प्लेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

और केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से जिससे अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 5 ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान अन्तराल (एन) सहित 50 कि.ग्रा. से अधिक और 5000 कि.ग्रा. तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 , के हैं, जो धनात्मक या ऋणात्मक पूर्णांक या शून्य के समतुल्य हैं।

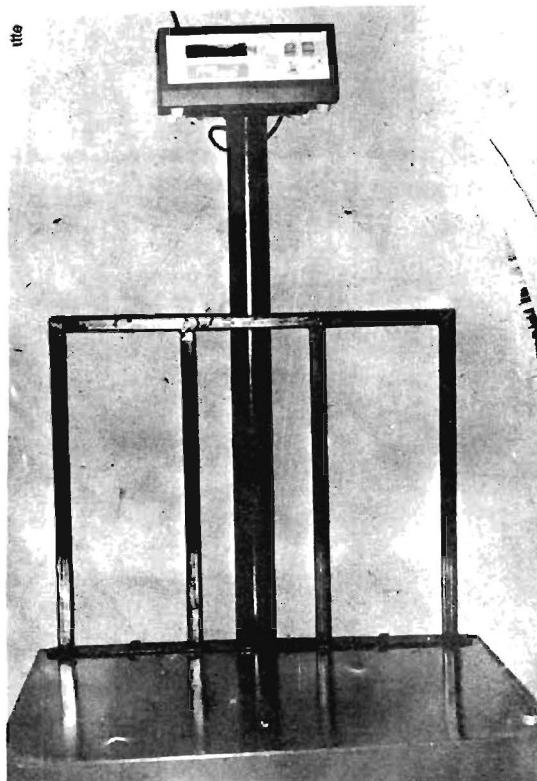
[फा.सं. ८५३० डब्ल्यू एम-21(12)/2002]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 1st June, 2005

S.O. 2061.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self indicating non-automatic (Platform type) weighing instrument with digital indication of "Technoweigh" series of medium accuracy (Accuracy class-III) and with brand name "Technoweigh" (herein referred to as the said model), manufactured by M/s Technoweigh India, 1/11447, Subhash Park Extension, Street No. 2, Naveen Shahdara, Delhi-110032 and which is assigned the approval mark IND/09/2004/515;

The said model (see the figure given below) a strain gauge type load cell based weighing instrument with a maximum capacity of 2000kg. and minimum capacity of 4kg. The verification scale interval (e) is 200g. It has a tare device with a 100 percent subtractive retained tare effect. The Light Emitting Diode (LED) display indicates the weighing result. The instrument operates on 230V, 50Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall also be done to prevent the opening of the machine for fraudulent practices.

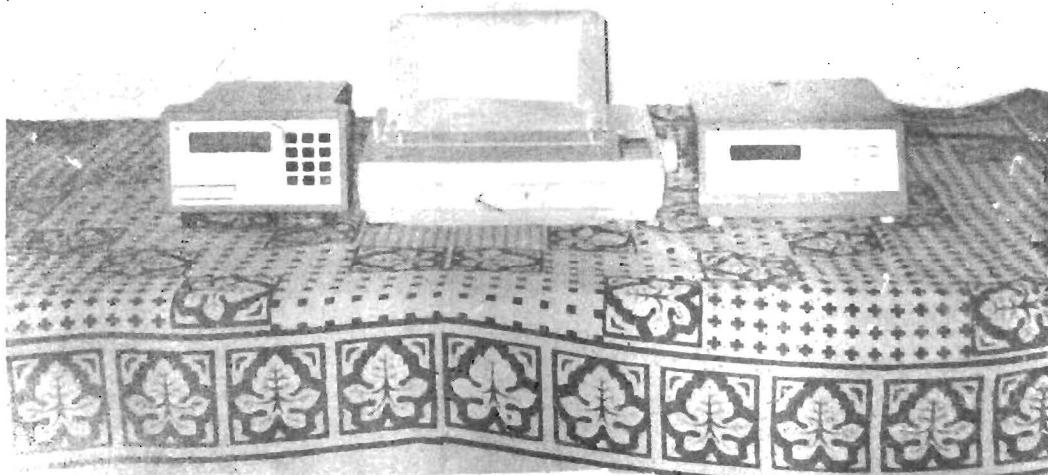
Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of same series with maximum capacity above 50 kg. and up to 5000kg and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 5g or more and with 'e' value of 1×10^k , 2×10^k or 5×10^k , k being the positive or negative whole number or equal to zero manufactured by the same manufacturer with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(12)/2002]
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 1 जून, 2005

का.आ. 2062.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बात की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स टेक्नोवेग इंडिया, 1/11447, सुभाष पार्क एक्सटेंशन, गली सं. 2, नवीन शाहदरा, दिल्ली-110032 द्वारा विनिर्मित मध्य यथार्थता (यथार्थता वर्ग-III) वाले “टेक्नोवेग” शृंखला के स्वतः सूचक, अस्वचालित, अंकक सूचन सहित तोलन उपकरण (तुला चौकी के लिए संपरिवर्तन प्रकार) के मॉडल का, जिसके ग्राण्ड का नाम “टेक्नोवेग” है (जिसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2004/516 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;



उक्त मॉडल विकृति गेज प्रकार का भार सेल आधारित अस्वचालित (तुला चौकी के लिए संपरिवर्तन किट) प्रकार का तोलन उपकरण है। इसकी अधिकतम क्षमता 50 टन और न्यूनतम क्षमता 100 कि.ग्रा. है। सत्यापन मापमान अन्तराल (ई) का मान 5 कि.ग्रा. है। इसमें एक अधियतुलन युक्ति है जिसका शत-प्रतिशत व्यक्तिनात्मक धारित आधियतुलन प्रभाव है। प्रकाश उत्सर्जक डायोड (एल ई डी) प्रदर्श परिणाम उपर्युक्त करता है। उपकरण 230 वोल्ट, 50 हर्ट्ज प्रत्यावर्ती धारा विद्युत प्रदाय पर कार्य करता है।

स्थापिंग एलेट को मुद्रांकित करने के अतिरिक्त कपटपूर्ण व्यवहारों के लिए मशीन को खोलने से रोकने के लिए सीलबंद भी किया जाएगा।

केन्द्रीय सरकार उक्त अधिनियम द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाण-पत्र के अनुमोदित मॉडल विनिर्मित किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 1 कि.ग्रा. या उससे अधिक के “ई” मान के लिए 500 से 10,000 तक की रेंज में सत्यापन मान सहित 5 टन से अधिक और 100 टन तक की अधिकतम क्षमता वाले हैं और “ई” मान 1×10^4 , 2×10^4 या 5×10^4 के हैं, जो धनात्मक या ऋणात्मक पूर्णक या शून्य के समतुल्य हैं।

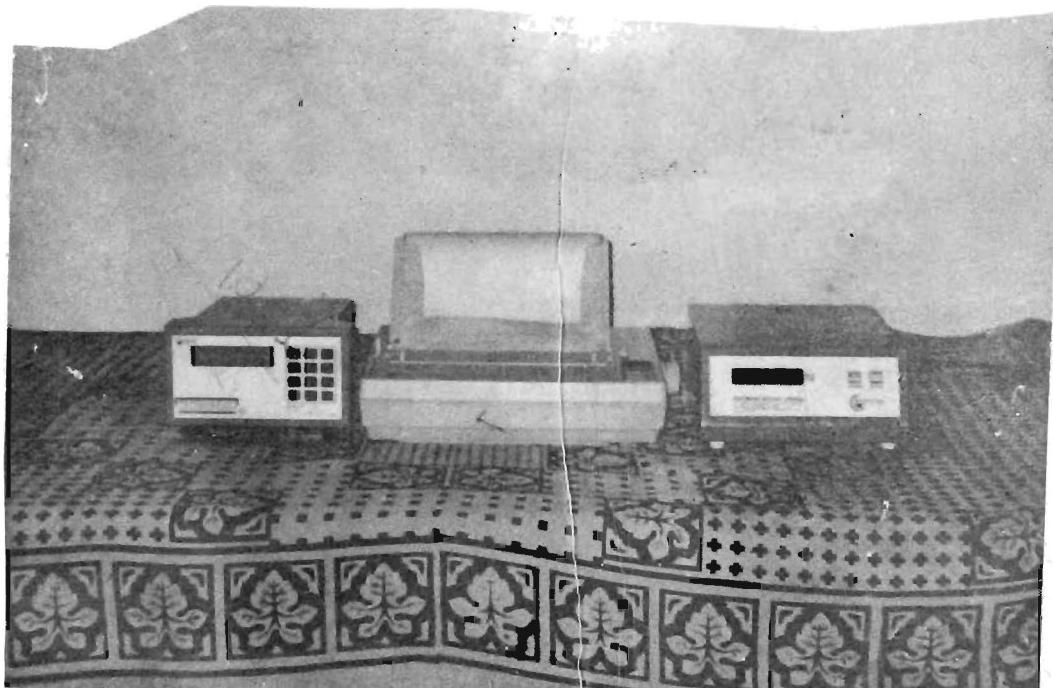
[फा. सं. डब्ल्यू एम-21(12)/2002]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 1st June, 2005

S.O. 2062.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of the self indicating, non-automatic (Conversion kit for weigh bridge type) weighing instrument with digital indication of "Technoweigh" series of medium accuracy (Accuracy class-III) and with brand name "Technoweigh" (herein after referred to as the said model), manufactured by M/s. Technoweigh India, 1/I 1447, Subhash Park Extension, Street No. 2, Naveen Shadara, Delhi-110032 and which is assigned the approval mark IND/09/2004/516;

The said model (see the figure given below) a strain gauge load cell based type (conversion kit for weigh bridge) weighing instrument with a maximum capacity of 50 tonne and minimum capacity of 100 kg. The verification scale interval (e) is 5kg. It has a tare device with a 100 per cent subtractive retained tare effect. The Light Emitting Diode display indicates the weighing result. The instrument operates on 230 Volts, and 50 Hertz alternative current power supply.



In addition to sealing the stamping plate, sealing shall be done to prevent the opening of the machine for fraudulent practices.

Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the weighing instrument of similar make, and performance of same series with maximum capacity above 5 tonne and up to 100 tonne and with number of verification scale interval (n) in the range of 500 to 10,000 for 'e' value of 1 k or more and with 'e' value 1×10^k , 2×10^k or 5×10^k , k being positive or negative whole number or equal to zero, manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(12)/2002

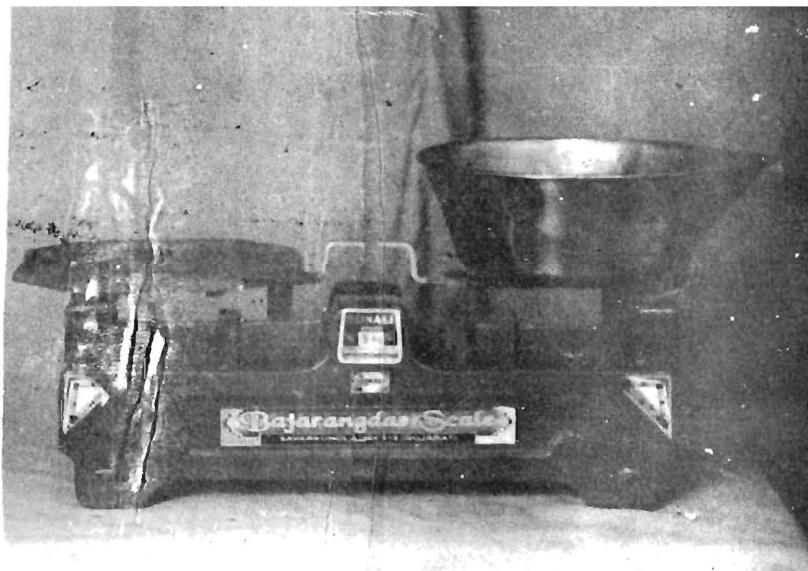
P. A. KRISHNAMOORTHY, Director of Legal Metrology

नई दिल्ली, 1 जून, 2005

का.आ. 2063.—केन्द्रीय सरकार का, विहित प्राधिकारी द्वारा उसे प्रस्तुत रिपोर्ट पर विचार करने के पश्चात् यह समाधान हो गया है कि उक्त रिपोर्ट में वर्णित मॉडल (नीचे दी गई आकृति देखें) बाट और माप मानक अधिनियम, 1976 (1976 का 60) तथा बाट और माप मानक (मॉडलों का अनुमोदन) नियम, 1987 के उपबंधों के अनुरूप है और इस बाट की संभावना है कि लगातार प्रयोग की अवधि में भी उक्त मॉडल यथार्थता बनाए रखेगा और विभिन्न परिस्थितियों में उपयुक्त सेवा प्रदान करता रहेगा;

अतः अब केन्द्रीय सरकार, उक्त अधिनियम की धारा 36 की उपधारा (7) और (8) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए मैसर्स बजरंग दास स्केल, शिवाजी नगर, सावरकुंडला-364515 गुजरात द्वारा विनिर्मित यांत्रिक काउंटर के मॉडल का, जिसके ब्राइड का नाम “बजरंग दास स्केल” है (जिसे इसमें इसके पश्चात् उक्त मॉडल कहा गया है) और जिसे अनुमोदन चिह्न आई एन डी/09/2005/15 समनुदेशित किया गया है, अनुमोदन प्रमाण-पत्र जारी और प्रकाशित करती है;

उक्त माडल (नीचे दी गई आकृति देखें) एक यांत्रिक काउंटर मशीन है। इसकी अधिकतम क्षमता 10 कि.ग्रा. है।



और, केन्द्रीय सरकार उक्त अधिनियम की धारा 36 की उप-धारा (12) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए यह घोषणा करती है कि उक्त मॉडल के अनुमोदन के इस प्रमाणपत्र के अंतर्गत उसी विनिर्माता द्वारा उसी सिद्धान्त, डिजाइन के अनुसार और उसी सामग्री से, जिससे उक्त यांत्रिक मशीन का भी निर्माण किया गया है, विनिर्मित उसी शृंखला के वैसे ही मेक, यथार्थता और कार्यपालन के तोलन उपकरण भी होंगे जो 500 ग्रा. से 50 कि.ग्रा. तक की अधिकतम रेज में हैं।

[फा. सं. डब्ल्यू एम-21(277)/2004]
पी. ए. कृष्णामूर्ति, निदेशक, विधिक माप विज्ञान

New Delhi, the 1st June, 2005

S.O. 2063.—Whereas the Central Government, after considering the report submitted to it by the prescribed authority, is satisfied that the Model described in the said report (see the figure given below) is in conformity with the provisions of the Standards of Weights and Measures Act, 1976 (60 of 1976) and the Standards of Weights and Measures (Approval of Models) Rules, 1987 and the said Model is likely to maintain its accuracy over periods of sustained use and to render accurate service under varied conditions;

Now, therefore, in exercise of the powers conferred by Sub-sections (7) and (8) of Section 36 of the said Act, the Central Government hereby issues and publishes the certificate of approval of the Model of mechanical counter machine (hereinafter referred to as the said model), with brand name "BUJRANG DAS SCALE", manufactured by M/s. BUJRANG DAS SCALE, Shivaji Nagar, Savarkundla-364515, (Gujarat) and which is assigned the approval mark IND/09/2005/15:

The said model (see the figure given below) is a mechanical counter machine with a maximum capacity of 10 kg.



Further, in exercise of the powers conferred by Sub-section (12) of Section 36 of the said Act, the Central Government hereby declares that this certificate of approval of the said model shall also cover the mechanical counter machines of similar make, accuracy and performance with maximum capacity in the range 500g to 50 kg manufactured by the same manufacturer in accordance with the same principle, design and with the same materials with which, the said approved model has been manufactured.

[F. No. WM-21(277)/2004]

P. A. KRISHNAMOORTHY, Director of Legal Metrology

पेंद्रोलियम् और प्राकृतिक गैस मंत्रालय

नई दिल्ली, 3 जून, 2005

का. आ. 2064.— केन्द्रीय सरकार ने पेंद्रोलियम् और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेंद्रोलियम् और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 434 तारीख 04 फरवरी, 2005, जामनगर - भोपाल और काकीनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए गैस द्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन विभाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी;

और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 26 फरवरी, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन विभाने के संबंध में जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन विभाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन विभाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन विभाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, गैस द्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड में निहित होगा।

अनुसूची

क्रमांक : संस्कृत	विवरण : मुद्रण	राज्य : गुजरात		
		आर और यु अधिकारी के लिये देशभक्ति		
		टेक्टर	आरे	यो-नी
1	2	3	4	5
1 अंग्रेज़	886	00	28	54
	885	00	19	30
	884	00	07	25
	889	00	10	18
	870	00	15	50
	838	00	09	27
	883	00	04	59
	839	00	10	82
	840	00	11	34
	842	00	14	36
	843	00	14	47
	844/प	00	12	90
	823	00	17	99
	822	00	18	32
	819	00	04	50
	821	00	10	20
	808	00	21	75
	805	00	08	17
	804	00	22	34
	803	00	27	15
	1001	00	16	42
	1002	00	27	50
	1003	00	02	22
	1005	00	23	17
	1007	00	07	40
	1018	00	04	84
	1017	00	14	81
	1016/अ	00	00	50
	1016/प	00	23	51
	1034	00	18	00
	1014	00	00	40
	1015	00	00	59
	1036	00	20	15
	1037	00	17	13
	653	00	34	76
	652	00	46	91
	651	00	02	84
	679	00	09	47
	680	00	01	51
	648	00	14	41
	647	00	01	99
	646	00	11	25
	645	00	06	11
	462	00	02	16
	484	00	12	74
	485	00	17	07
	486	00	00	50
	499	00	26	91
	1004	00	00	40
	500	00	02	79
	424	00	13	42
	422	00	18	90
	423/अ	00	03	60
	421	00	38	44
	247	00	00	40
	260	00	39	12
	259	00	18	93
	250	00	38	04
	258	00	20	94
	253	00	10	09

1	2	3	4	5
संख्या (मिनट)	188/अ	00	05	24
	187/अ	00	04	12
	186	00	03	44
	184/अ	00	00	40
	183	00	08	52
	180	00	31	68
	180	00	09	04
	149	00	32	98
	146/अ	00	46	98
	134/अ	00	27	10
	133/ए	00	08	24
	135	00	24	56
	107/अ/1	00	43	02
	108/अ	00	16	00
	108/ए	00	05	50
	108/ए	00	00	40
	104/ए/1	00	01	50
	104/ए/2	00	05	50
	109/अ	00	08	18
	109/ए	00	03	00
	103/ए	00	15	00
	103/अ	00	53	15
	104/अ	00	09	00
	92	00	30	12
	91	00	75	79
	90	00	00	40
6 अप्रैल	550	00	20	02
	538	00	13	88
	534	00	33	07
	533	00	32	50
	532/ए	00	16	43
	532/अ	00	04	50
	520	00	16	24
	509	00	07	66
	507	00	39	17
6 अप्रैल	167 अ	00	01	64
	167 अ	00	25	01
	166	00	01	53
	165	00	06	74
	166	00	48	58
	169	00	12	94
	72/ए	00	10	01
	72/अ	00	13	81
	170	00	03	37
	171	00	43	13
	202	00	16	76
	203	00	21	58
	205	00	27	90
	204	00	14	08
	217	00	42	80
	216	00	09	76
	223	00	16	00
	224	00	49	00
	235	00	03	25
	230	00	33	89
	234	00	12	98
	231/अ	00	39	90
	231/ए	00	08	25
	232/ए	00	03	36
	233	00	08	94
	219	00	02	80
	253	00	06	51
	252	00	19	70
	251	00	33	82
	250	00	09	01
	249	00	09	22

1	2	3	4	5
क्रम (नितार)	28/प्र	00	10	19
7 जंगले	143	00	12	07
	100	00	28	80
	99	00	02	20
	112	00	20	24
	114/प्र	00	11	55
	114/ज	00	11	81
	115	00	32	75
	96/ज	00	07	10
	125	00	34	64
	127/प्र	00	30	99
	139/प्र	00	23	03
	139/ज	00	19	07
	137	00	38	52
	136	00	50	56
	160	00	01	28
	159	00	45	17
	197	00	58	92
	201	00	25	49
	202	00	24	73
	203	00	08	25
	204	00	00	79
	193	00	07	33
	192	00	12	03
	190	00	23	63
	189	00	18	44
	182	00	18	44
	184	00	35	81
	183	00	42	71
6 जड़े	42	00	12	62
	41	00	34	59
	43	00	04	25
	44	00	37	25
	40	00	02	62
	39	00	00	40
	45	00	42	72
	58	00	40	22
	57	00	41	56
	66	00	50	11
	65	00	02	63
	132	00	00	62
	136/प्र	00	41	94
	133	00	14	33
	135	00	16	18
	134	00	32	61
	160	00	55	62
	161	00	00	40
	165	00	13	04
	166	00	08	23
	200	00	21	62
	197	00	42	03
	198	00	14	75
	199	00	00	40
	196	00	29	59
	251	00	77	09
	254	00	03	48
	285	00	19	44
	266	00	34	85
	267	00	35	13
	281	00	01	50
	279	00	42	83
	278	00	18	89
	269	00	01	92
	290	00	10	27
	291	00	16	14
	293	00	25	18

1	2	3	4	5
संख्या (निरंतर)				
	295	00	14	93
	296	00	47	89
	347	00	00	40
	288	00	16	18
	334	00	39	69
	335	00	01	48
	333	00	10	40
	331	00	20	85
	327	00	10	77
	321	00	54	10
	318	00	12	88
	316	00	21	02
9 उत्तराखण्ड	410	00	34	08
	411	00	21	18
	412	00	12	78
	401	00	73	83

ठहरील : मुख्य	मिल्ला : मुख्य	राज्य : गुजरात		
		आर और यु अग्रित करने के सिवें शेक्सफ़ेल	एकटर	आरे
गांव का नाम	सर्वे नंबर / छोड़क नं	3	4	5
1	2	3	4	5
1 भारतपुरा	432	00	11	04
	428	00	30	47
	429	00	24	61
	430	00	38	24
	382	00	25	12
	405	00	09	95
	404	00	59	18
	391	00	88	32
	386	00	00	40
	393	00	02	20
	392	00	08	55
	331/अ	00	19	44
	331/प	00	00	60
	327	00	20	54
	332	00	29	20
	333	00	42	36
	334	00	02	91
	321	00	07	05
	317	00	20	54
	319	00	35	91
	312	00	33	53
	313	00	11	39
	248/प	00	00	17
	248/प	00	00	87
	248/अ	00	07	79
	248/अ	00	38	81
	247	00	36	01
	245	00	00	40
	244	00	14	85
	204	00	52	64
	205	00	00	95
	188	00	15	70
	185	00	30	96
	184	00	07	59
	170	00	00	51
	172	00	04	10
	173	00	19	10
	156/1प	00	49	00
	156/2 प	00	29	40
	156/3 प	00	33	81
	158 प	00	19	21
	157	00	00	40
	155	00	05	26
	142/प	00	04	07
	142/अ	00	32	49

1	2	3	4	5
प्राचीन (विंशति)	144	00	13	86
2 अष्टम	37	00	11	29
	36	00	19	81
	36	00	38	27
	40	00	07	52
3 मुख्य	170	00	15	34
	159	00	26	11
	158/४/1	00	10	91
4 अष्टम	31	00	12	06
	32	00	60	58
	30	00	10	60
	44	00	12	65
	45	00	13	07
	43	00	00	60
	146	00	19	89
	42	00	10	24
	50	00	02	23
	51	00	13	81
	52	00	05	22
	53	00	25	94
	59	00	34	57
	60	00	04	61
	62	00	15	40
	61	00	38	35
	101	00	17	60
	102	00	38	60
	99	00	36	14
	127	00	35	25
	128	00	17	71
	132	00	36	69
	133	00	13	89
	135	00	36	76
	131	00	04	83
	130	00	27	95
	167/४	00	41	85
	168	00	16	90
	169	00	15	54
	170	00	14	30
	171 (५)	00	17	60
	171 (६)	00	16	50
	219(५)	00	00	60
	219(६)	00	10	85
	220	00	25	05
	233	00	00	52
	221	00	58	93
	222	00	09	75
	229	00	00	45
	228	00	02	74
	227	00	04	97
	226/३	00	06	64
	226/४	00	06	23
	224	00	25	26
5 अष्टम	816	00	06	66
6 कुला	256-अ	00	05	90
	257	00	08	41
	258-अ	00	07	09
	258-ब	00	14	20
	259	00	20	46
	260	00	42	25
	263	00	24	54
	270	00	20	86
	271	00	49	98
	269	00	07	90
7 दोलाद	80/५	01	06	41
	81	00	00	40
	63	00	05	80

1	2	3	4	5
पोलाल (निरंतर)	79	00	03	25
	78	00	00	40
64/अ		00	29	94
66/व		00	05	20
77		00	17	06
66/अ		00	32	87
67		00	29	03
69		00	21	10
68		00	21	90
29		00	82	52
27		00	05	74
31		00	37	09
25		00	05	34
32/अ		00	33	00
24		00	31	78
33		00	32	85
22		00	48	12
19/अ		00	22	44
261		00	18	76
279		00	43	76
257 अ		00	48	75
257 व		00	00	90
262/व		00	07	01

तहसील : यागरा	जिल्हा : भुज	राज्य : गुजरात		
		आर औ पु अनित करने के लिये लेनदेन	डेक्टर	आरे
गांव का नाम	सर्वे नंबर / ब्लॉक नं			चैनी
1	2	3	4	5
1 मेरतल	480	00	85	69
	472	00	51	00
	473	00	98	28
	421	00	00	40
	422/अ	00	43	74
	422/व	00	29	16
	423	00	01	25
	428	00	28	75
	429	00	21	60
	430	00	37	25
	432	00	19	28
	427	00	00	40
	433	00	00	40
	434	00	29	69
	406	00	39	75
	403	00	07	12
	405	00	54	56
	380	00	68	81
	261	00	21	87
	260	00	00	42
	259	00	06	00
	258	00	29	53
	252	00	57	93
	233	00	57	78
	223	00	85	94
	222	00	20	52
	189	00	00	47
	190	00	54	70
	191	00	04	00
	180	00	17	70
	179	00	14	96
	178	00	05	65
	161	00	56	82
	160	00	08	15
	162	00	48	74
	163	00	00	45
	137/2	00	14	52
	136	00	14	27

1 वर्ती संखारी (मिनट)	2	3	4	5
	61	00	08	82
	82	00	12	64
	63	00	11	26
	55	00	00	40
	64	00	25	64
	65	00	00	40
	66	00	64	61
	69	00	01	10
	85/अ	00	58	50
	85/ए	00	08	85
	84	00	42	52
	80	00	12	45
	81	00	48	75
	82	00	24	21
5 ओर	392/अ	00	03	10
	392/ए-1	00	14	00
	398	00	12	66
	397	00	05	90
	409	00	19	50
	399	00	14	51
	402	00	55	62
	403	00	42	75
	404	00	07	24
	408	00	18	48
	406/1	00	40	70
	490	00	22	25
	345 अ	00	02	55
	343 अ	00	02	63
	343 ए	00	26	01
	342 / ए / 1	00	05	39
	344 / ए	00	06	25
	344 / अ / 1	00	10	82
	344 / अ / 2	00	00	50
	326 / ए	00	00	45
	328	00	47	70
	329	00	33	35
	332 / ए / 2	00	00	40
	275	00	35	72
	274	00	19	57
	273	00	27	58
	272	00	18	56
	205/अ	00	10	24
	205/ए	00	23	25
	208/ए	00	14	45
	206	00	20	64
	202	00	11	97
	207	00	01	37
	200	00	23	97
	212	00	62	83
	218	00	25	73
	217	00	52	48
	222	00	12	65
	215	00	16	00
	182	00	26	87
	181	00	05	92
	180	00	01	05
	179	00	04	20
	178	00	02	72
	177	00	01	55
	176	00	02	18
	175	00	01	59
	174	00	01	45
	172	00	01	87
	171	00	01	38
	170	00	01	56
	169	00	03	34

1	2	3	4	5
ओरा (निर्देश)				
188	00	02	83	
187	00	02	72	
186	00	04	56	
185	00	00	70	
184	00	00	75	
183	00	02	10	
182	00	09	10	
181	00	00	80	
180	00	03	05	
159	00	02	50	
158	00	01	37	
157	00	01	80	
155	00	01	45	
155	00	01	47	
154	00	00	40	
138 ग्र	00	11	81	
138 ष	00	06	87	
139	00	04	50	
141	00	00	40	
143	00	00	50	
144	00	00	86	

तहसील : आगोद	ज़िल्हा : भूख	राज्य : गुजरात		
		आर ओ यु अंजित करने के लिये सेवफल		
		हेक्टर	आरे	तो-नी
1	2	3	4	5
1 तहसील				
	80	00	19	28
	79	00	20	01
	78	00	19	77
	77	00	39	82
	75	00	00	40
	78	00	34	46
	94	00	24	46
	70	00	30	69
	98	00	07	70
	97	00	37	86
	63	00	12	36
	62	00	19	31
	54/प्र	00	02	46
	55/प्र	00	28	54
	55/अ	00	12	25
	57/अ	00	07	97
	58	00	05	60
	63	00	02	16
	62	00	16	00
	27	00	26	93
	28	00	31	30
	22	00	26	00
	11	00	27	99
	19	00	22	69
	12	00	45	06
	13	00	37	22
2 तणाड़				
	181	00	13	78
	182	00	44	30
	184	00	09	55
	185/प्र	00	32	80
	268	00	41	33
	269	00	08	21
	267	00	01	65
	266	00	30	48
	263	00	37	34
	265	00	04	63
	262	00	07	80
	261	00	09	13
	248	00	75	63
	333/अ	00	00	86

1	2	3	4	5
लकड़ (निरंतर)	333/४	00	51	73
	334	00	18	47
	335	00	51	89
	362	00	07	28
	363	00	03	63
	364	00	50	96
	365	00	14	36
	369	01	03	78
	374	00	33	39
	375	00	20	47
3 बोडबर्ड	192	00	35	19
	194	00	30	29
	196	00	24	90
	187	00	00	89
	188	00	10	22
	186	00	32	34
	185	00	05	17
4 आलंगेरा	146	00	08	57
	133	00	59	60
	135	00	45	75
	140	01	11	72
	138	00	05	34
	143	00	28	67
	141	00	07	64
	142	00	13	17
	149/१	00	34	20
	149/२	00	27	15
	166	00	22	21
	165	00	17	66
	164	00	00	40
	163	00	00	40
	323	00	30	74
	322	00	15	40
	320	00	20	99
	319	00	16	38
	321	00	02	20
	317	00	25	97
	316	00	26	54
	315	00	05	63
	314	00	07	88
	262	00	35	38
	264	00	16	56
	263	00	60	18
	265	00	04	16
	266	00	43	36
	267	00	12	13
	268	00	13	37
5 तेगवा	135/५	00	82	76
	136	00	05	94
	137	00	00	40
	142	00	49	19
	134/५	00	20	37
	133/५	00	02	53
6 सोनामा	3	00	06	88
	4	00	44	49
	9	00	19	71
	43	00	39	67
	44	00	50	27
	42	00	01	58
	40/५	00	13	06
	39	00	23	91
	37	00	40	09

1	2	3	4	5
लोकान् (विरंतर)				
	18	00	68	13
	56	00	09	12
	54	00	52	20
	64	00	19	35
	61	00	20	45
	62	00	20	61
	63	00	76	74
7 श्रीकोटी	74	00	07	50
	78	00	32	94
	71/अ	00	00	78
	71/ब	00	23	00
	70	00	30	74
8 गोड	100	00	30	95
	101	00	01	30
	99	00	10	38
	102	00	79	65
	103	00	02	25
	78	00	43	49
	77	00	35	86
	74	00	18	23
	75	00	02	16
	71	00	13	94
	57	00	19	00
	58	00	15	90
	54	00	12	27
	52	00	22	61
	36	00	20	99
	31	00	14	68
	32	00	40	73
	302	00	32	03
	303/अ	00	24	61
	303/ब	00	00	50
	304	00	35	68
	305	00	23	87
	308/अ	00	32	92
	268	00	39	17
	266	00	75	68
9 अदवाला		00	15	28
		00	53	70
	६	00	18	09
	94	00	05	15
	96	00	06	14
	95	00	08	86
	134	00	34	95
	133	00	08	80
	175	00	00	40
	135	00	15	15
	136	00	15	75
	173/अ	00	00	80
	137	00	07	75
	138	00	03	72
	139	00	11	51
	140	00	21	20
	141	00	17	69
	159	00	03	18
	147	00	08	58
	148	00	10	06
	157	00	05	64
	150	00	04	00
	151	00	03	72
	156	00	08	17
	152	00	02	12
	155	00	04	82
	205	00	15	46
	202	00	02	58

तहसील : जंगुला	जिल्ला : भरुच	राज्य : गुजरात		
गांव का नाम	सर्वे नंबर / ब्लॉक नं	आर औ यु अनियंत्रित करने के लिये खेत्रफल		
1	2	हेक्टर	आरे	को.मी
1 बोगादरा	32	00	42	39
	34	00	15	66
	35/अ	00	05	15
	44	00	01	13
	23	00	09	58
	45	00	09	50
	47	00	03	34
	52	00	51	55

1	2	3	4	5
संख्या (पर्स)				
53	00	48	64	
141	00	18	60	
132	00	71	16	
138	00	00	60	
133	00	00	40	
134	00	38	81	
136	00	28	37	
124	00	76	01	
157/१२	00	38	59	
158	00	29	58	
2 संख्या				
562	00	10	52	
563	00	07	22	
581	00	04	47	
553/८	00	42	95	
553/९	00	00	98	
554	00	07	07	
527	00	31	38	
532	00	61	12	
528	00	08	98	
530	00	29	37	
499	00	23	08	
498	00	58	49	
440	00	00	25	
434	00	45	42	
435	00	23	17	
427	00	13	15	
423	00	24	42	
428	00	08	44	
421	00	20	81	
419	00	07	28	
420	00	23	43	
418	00	40	48	
409	00	09	24	
410	00	21	24	
411	00	20	31	

[फा. सं. एल-14014/54/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

MINISTRY OF PETROLEUM AND NATURAL GAS

New Delhi, the 3rd June, 2005

S. O. 2064.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 434 , dated the 04th February, 2005 issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land , specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa Pipeline by Gas Transportation and Infrastructure Company Limited;

And, whereas the copies of the said Gazette notification were made available to the public on the 26th February , 2005 ;

The objection received from the public to the laying of the Pipeline have been considered and dissolved by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited free from all encumbrances.

SCHEDULE

Tehsil : Hansot	District : Bharuch	State : Gujarat		
		Area to be acquired for ROU		
Name of the Village	Survey No./Block No.	Hectare	Are	Sq.m
1	2	3	4	5
1. Obha	886	00	28	54
	885	00	19	30
	884	00	07	25
	869	00	10	18
	870	00	15	50
	838	00	09	27
	863	00	04	59
	839	00	10	62
	840	00	11	34
	842	00	14	38
	843	00	14	47
	844/B	00	12	90
	823	00	17	99
	822	00	18	32
	819	00	04	50
	821	00	10	20
	808	00	21	75
	805	00	06	17
	804	00	22	34
	803	00	27	15
	1001	00	16	42
	1002	00	27	50
	1003	00	02	22
	1005	00	23	17
	1007	00	07	40
	1018	00	04	64
	1017	00	14	81
	1016/A	00	00	50
	1016/B	00	23	51
	1034	00	18	00
	1014	00	00	40
	1015	00	00	59
	1036	00	20	15
	1037	00	17	13
	653	00	34	76
	652	00	46	91
	651	00	02	84
	679	00	09	47
	680	00	01	51
	648	00	14	41
	647	00	01	99

1	2	3	4	5
Obha (Cont'd)				
	646	00	11	25
	845	00	08	11
	482	00	02	16
	484	00	12	74
	485	00	17	07
	486	00	60	50
	499	00	26	91
	1004	00	00	40
	500	00	02	79
	424	00	13	42
	422	00	18	90
	423/A	00	03	60
	421	00	38	44
	247	00	00	40
	260	00	39	12
	259	00	18	93
	250	00	38	04
	258	00	20	94
	253	00	10	09
	251	00	58	83
	286	00	27	86
	204	00	14	44
	192	00	18	99
	191/A	00	36	49
	190	00	56	66
2. Parvat	123	00	66	12
	124	00	44	25
	125	00	22	29
	141	00	03	75
	120	00	66	58
	143	00	14	99
	118	00	00	86
	117	00	03	38
	218	00	50	53
	220	00	26	66
	221	00	05	06
	222	00	33	93
	227	00	29	37
	228	00	00	42
	233/B	00	39	63
	232	01	00	34
	258	00	39	95
	264	00	06	80
	256	00	51	62
	266	00	07	87
	271	00	03	25
	272	00	23	75
	273	00	01	25
	330	00	27	09
	274	00	08	43
	329	00	05	25
	280	00	44	41
	285	00	87	38
	287	00	68	34
	288	00	16	18
	291	00	13	47
	413	00	11	74
	415/1	00	33	83
	415/2	00	10	66
	411	00	39	33
	410/B	00	40	87
	409	00	20	93
	408	00	08	06
3. Kudadara	109	00	19	12
	108	00	22	75
	107	01	09	46
	106	00	15	80
	104	00	38	95
	121	00	06	11
	122	00	10	71

1	2	3	4	5
3.Kudadaral (contd.)				
	120	00	17	50
	119	00	31	07
	125	00	07	80
4. Rohid				
	561	00	01	54
	200	00	00	52
	199	00	00	40
	198	00	00	40
	197	00	02	55
	195	00	04	51
	194	00	07	53
	193	00	03	70
	192	00	02	74
	191	00	03	34
	190	00	06	84
	189/A	00	06	49
	188/A	00	05	24
	187/A	00	04	12
	185	00	03	44
	184/A	00	00	40
	153	00	08	52
	159	00	31	68
	150	00	09	04
	149	00	32	96
	145/A	00	46	98
	134/A	00	27	10
	133/B	00	08	24
	135	00	24	56
	107/A/1	00	43	02
	108/A	00	16	00
	108/B	00	05	50
	105/B	00	00	40
	104/B/1	00	01	50
	104/B/2	00	05	50
	108/A	00	08	18
	109/B	00	03	00
	103/B	00	15	00
	103/A	00	53	15
	104/A	00	09	00
	92	00	30	12
	91	00	75	79
	90	00	00	40
5. Walner				
	550	00	20	02
	538	00	13	58
	534	00	33	07
	533	00	32	50
	532/B	00	16	43
	532/A	00	04	50
	520	00	15	24
	509	00	07	66
	507	00	39	17
6. Kalam				
	167 C	00	01	64
	167 A	00	25	01
	166	00	01	53
	165	00	06	74
	168	00	48	58
	169	00	12	94
	172/B	00	10	01
	172/A	00	13	81
	170	00	03	37
	171	00	43	13
	202	00	16	76
	203	00	21	58
	205	00	27	90
	204	00	14	00
	217	00	42	60

1	2	3	4	5
6. Kalam (contd.)				
	216	00	09	75
	223	00	15	00
	224	00	49	00
	235	00	03	25
	230	00	33	69
	234	00	12	96
	231/A	00	39	90
	231/B	00	08	25
	232/B	00	03	36
	233	00	08	94
	219	00	02	80
	253	00	06	51
	252	00	19	70
	251	00	33	82
	250	00	09	01
	249	00	09	22
	28/A	00	10	19
7. Mangrol				
	143	00	12	07
	100	00	28	80
	99	00	02	20
	112	00	20	24
	114/B	00	11	55
	114/A	00	11	81
	115	00	32	75
	96/A	00	07	10
	125	00	34	64
	127/B	00	30	99
	139/P	00	23	03
	139/P	00	19	07
	137	00	36	52
	136	00	50	56
	160	00	01	28
	159	00	45	17
	197	00	58	92
	201	00	25	49
	202	00	24	73
	203	00	06	25
	204	00	00	79
	193	00	07	33
	192	00	12	03
	190	00	23	63
	189	00	18	44
	182	00	18	44
	184	00	35	81
	183	00	42	71
8. Shahera				
	42	00	12	62
	41	00	34	59
	43	00	04	25
	44	00	37	25
	40	00	02	62
	39	00	00	40
	45	00	42	72
	58	00	40	22
	57	00	41	56
	66	00	50	11
	65	00	02	63
	132	00	00	82
	136/B	00	41	94
	133	00	14	33
	135	00	16	18
	134	00	32	61
	160	00	55	62
	161	00	00	40
	165	00	13	04
	166	00	06	23
	200	00	21	62
	197	00	42	03

1	2	3	4	5
Shahera (Cont'd)				
198	00	14	75	
199	00	00	40	
198	00	29	59	
251	00	77	09	
254	00	03	46	
285	00	19	44	
286	00	34	85	
287	00	35	13	
281	00	01	50	
279	00	42	83	
278	00	16	89	
289	00	01	92	
290	00	10	27	
291	00	18	14	
293	00	25	18	
295	00	14	93	
296	00	47	89	
347	00	00	40	
289	00	16	19	
334	00	39	69	
335	00	01	48	
333	00	10	40	
331	00	20	85	
327	00	10	77	
321	00	54	10	
318	00	12	88	
318	00	21	02	
9. Utraj	410	00	34	08
	411	00	21	18
	412	00	12	76
	401	00	73	83

Tehsil : Bharuch	District : Bharuch		State : Gujarat		
	Name of the Village	Survey No./Block No.	Area to be acquired for ROU		
			Hectare	Are	Sq.m
1	2	3	4	5	
1. Bhadbhut					
	432	00	11	04	
	428	00	30	47	
	429	00	24	61	
	430	00	38	24	
	382	00	25	12	
	405	00	09	95	
	404	00	59	18	
	391	00	68	32	
	388	00	00	40	
	393	00	02	20	
	392	00	08	55	
	331/A	00	19	44	
	331/B	00	00	60	
	327	00	20	54	
	332	00	29	20	
	333	00	42	36	
	334	00	02	91	
	321	00	07	05	
	317	00	20	54	
	319	00	35	91	
	312	00	33	53	
	313	00	11	39	
	248/B	00	00	17	
	248/B	00	00	87	
	248/A	00	07	79	
	248/A	00	38	81	
	247	00	36	01	
	245	00	00	40	
	244	00	14	85	
	204	00	52	64	
	205	00	00	95	
	166	00	15	70	
	165	00	30	96	
	164	00	7	59	

1	2	3	4	5
Bhadbhut (Cont'd)				
	170	00	00	51
	172	00	04	10
	173	00	19	10
	156/1P	00	49	00
	156/2 P	00	29	40
	156/3 P	00	33	81
	158 P	00	19	21
	157	00	00	40
	155	00	05	28
	142/B	00	04	07
	142/A	00	32	49
	144	00	13	86
2. Navetha	37	00	11	29
	38	00	19	81
	38	00	38	27
	40	00	07	52
3. Bhuva	170	00	15	34
	159	00	26	11
	158/P/1	00	10	91
4. Aamdeda	31	00	12	06
	32	00	80	59
	30	00	10	80
	44	00	12	65
	45	00	13	07
	43	00	00	60
	148	00	19	89
	42	00	10	24
	50	00	02	23
	51	00	13	81
	52	00	05	22
	53	00	25	94
	59	00	34	57
	60	00	04	61
	62	00	15	40
	61	00	38	35
	101	00	17	60
	102	00	38	60
	99	00	36	14
	127	00	35	25
	128	00	17	71
	132	00	36	69
	133	00	13	89
	135	00	36	76
	131	00	04	83
	130	00	27	95
	167/B	00	41	85
	168	00	16	90
	169	00	15	54
	170	00	14	30
	171 (P)	00	17	60
	171 (P)	00	16	50
	219 (P)	00	00	80
	219 (P)	00	10	85
	220	00	25	05
	233	00	00	52
	221	00	58	93
	222	00	09	75
	229	00	00	45
	228	00	02	74
	227	00	04	97
	226/A	00	06	64
	226/B	00	06	23
	224	00	25	26
5. Amieshwar	816	00	06	66
6. Kuria	256-A	00	05	90
	257	00	08	41
	258-A	00	07	09
	258-B	00	14	20

1	2	3	4	5
6. KURALA (Contd.)	259	00	20	46
	260	00	42	25
	263	00	24	54
	270	00	20	86
	271	00	49	86
	269	00	07	90
7. Cholad	80/P	01	08	41
	81	00	00	40
Cholad	63	00	05	80
	79	00	03	25
	78	00	00	40
	64/A	00	29	94
	66/B	00	05	20
	77	00	17	08
	68/A	00	32	87
	67	00	29	03
	69	00	21	10
	68	00	21	90
	29	00	82	52
	27	00	05	74
	31	00	37	09
	25	00	05	34
	32/A	00	33	00
	24	00	31	78
	33	00	32	85
	22	00	48	12
	19/A	00	22	44
	261	00	18	76
	279	00	43	76
	257 A	00	48	75
	257 B	00	00	90
	262/B	00	07	01

Tehsil : Vagra	District : Bharuch	State : Gujarat		
		Area to be acquired for ROU		
Name of the Village	Survey No./Block No.	Hectare	Are	Sq.m
		1	2	3
4	5	3	4	5
1. Bherasam	480	00	85	69
	472	00	51	00
	473	00	96	28
	421	00	00	40
	422/A	00	43	74
	422/B	00	29	16
	423	00	01	25
	428	00	28	75
	429	00	21	60
	430	00	37	25
	432	00	19	28
	427	00	00	40
	433	00	00	40
	434	00	29	69
	408	00	39	75
	403	00	07	12
	405	00	54	56
	380	00	68	81
	261	00	21	87
	260	00	00	42
	259	00	08	00
	258	00	29	53
	252	00	57	93
	233	00	57	78
	223	00	85	94
	222	00	20	52
	189	00	00	47
	190	00	54	70
	191	00	04	00
	180	00	17	70
	179	00	14	98
	178	00	05	65
	161	00	56	82

1	2	3	4	5
Bherasam (Cont'd)				
	160	00	08	15
	162	00	48	74
	163	00	00	45
	137/2	00	14	52
	136	00	14	27
	138	00	15	00
	131	00	36	00
	132	00	11	47
	133	00	51	25
2. Juned				
	40	00	58	63
	39	00	43	53
	28	00	55	53
	26	00	44	83
	25	00	30	02
	22	00	53	73
	2	00	20	19
	3	00	05	25
	4	00	03	60
	6	00	20	81
	7	00	12	58
	10	00	54	57
	11	00	00	40
	260	00	41	58
	257/1	00	63	99
	258	00	00	40
3. Ankot				
	70	00	60	23
	69	00	01	92
	68/A	00	53	40
	75 B	00	50	94
	76	00	00	40
	77/B	00	59	44
	78	00	15	99
	79/A	00	09	00
	79/B	00	45	18
	64/B	00	00	40
	64/A	00	13	17
	30	00	20	50
	31/P	00	18	22
	16	00	09	89
	17/P-II	00	33	54
	28	00	55	50
	27	00	02	50
	20	00	86	78
	21	00	60	25
4. Vasti Khandali				
	339	00	04	30
	340	00	27	32
	336	00	13	91
	342	00	41	88
	343	00	00	40
	344/A	00	00	54
	344/B	00	16	95
	347	00	36	04
	350	00	37	52
	349	00	13	17
	351/P1	00	15	35
	351/P2	00	15	35
	353	00	11	27
	356	00	38	18
	362	00	39	98
	361/B	00	04	28
	367/A+B+C	00	86	39
	28	00	55	00
	29	00	27	46
	30	00	31	08
	45	00	07	30
	44	00	31	03
	42	00	00	40
	43	00	02	08
	59	00	01	47
	60	00	06	42

1	2	3	4	5
Vasti Khandali (Cont'd)				
61	00	08	82	
62	00	12	64	
63	00	11	26	
55	00	00	40	
64	00	25	64	
65	00	00	40	
68	00	64	61	
69	00	01	10	
85/A	00	58	50	
85/B	00	08	85	
84	00	42	52	
80	00	12	45	
81	00	48	75	
82	00	24	21	
5.Ora	392/A	00	03	10
	392/B-1	00	14	00
	398	00	12	66
	397	00	05	90
	409	00	19	50
	399	00	14	51
	402	00	55	82
	403	00	42	75
	404	00	07	24
	408	00	18	48
	406/1	00	40	70
	490	00	22	25
	345 A	00	02	55
	343 A	00	02	83
	343 B	00	28	01
	342 / B / 1	00	05	39
	344 / B	00	08	25
	344 / A / 1	00	10	82
	344 / A / 2	00	00	50
	326 / B	00	00	45
	328	00	47	70
	329	00	33	35
	332 / P / 2	00	00	40
	275	00	35	72
	274	00	19	57
	273	00	27	58
	272	00	18	58
	205/A	00	10	24
	205/B	00	23	25
	208/B	00	14	45
	206	00	20	64
	202	00	11	97
	207	00	01	37
	200	00	23	97
	212	00	62	83
	218	00	25	73
	217	00	52	48
	222	00	12	65
	215	00	18	00
	182	00	28	87
	181	00	05	92
	180	00	01	05
	179	00	04	20
	178	00	02	72
	177	00	01	55
	178	00	02	18
	175	00	01	59
	174	00	01	45
	172	00	01	87
	171	00	01	38
	170	00	01	56
	169	00	03	34

1	2	3	4	5
Ora (Cont'd)				
	168	00	02	83
	167	00	02	72
	166	00	04	56
	165	00	00	70
	164	00	00	75
	163	00	02	10
	162	00	09	10
	161	00	00	80
	160	00	03	05
	159	00	02	50
	158	00	01	37
	157	00	01	60
	156	00	01	45
	155	00	01	47
	154	00	00	40
	138 A	00	11	81
	138 B	00	06	87
	139	00	04	50
	141	00	00	40
	143	00	00	50
	144	00	00	66

Tehsil : Amod	District : Bharuch	State : Gujarat		
Name of the Village	Survey No./Block No.	Area to be acquired for ROU		
		Hectare	Are	Sq.m
1	2	3	4	5
1.Samiyala				
	80	00	19	28
	79	00	20	01
	78	00	19	77
	77	00	39	82
	75	00	00	40
	76	00	34	46
	94	00	24	46
	70	00	30	69
	96	00	07	70
	97	00	37	86
	63	00	12	38
	62	00	19	31
	54/B	00	02	46
	55/B	00	28	54
	55/A	00	12	25
	57/A	00	07	97
	58	00	05	60
	53	00	02	16
	52	00	18	00
	27	00	26	93
	28	00	31	30
	22	00	26	00
	11	00	27	99
	19	00	22	69
	12	00	45	06
	13	00	37	22
2.Tanchha				
	181	00	13	78
	182	00	44	30
	184	00	09	55
	185/B	00	32	80
	268	00	41	33
	269	00	08	21
	267	00	01	65
	266	00	30	48
	263	00	37	34
	265	00	04	63
	262	00	07	80
	261	00	09	13
	248	00	75	63
	333/A	00	00	86

1	2	3	4	5
Tanchha (Cont'd)	333/B	00	51	73
	334	00	18	47
	335	00	51	89
	362	00	07	28
	363	00	03	63
	361	00	50	96
	365	00	14	36
	359	01	03	78
	374	00	33	39
	375	00	20	47
3.Bodka	192	00	35	19
	194	00	30	29
	196	00	24	90
	187	00	00	89
	188	00	10	22
	186	00	32	34
	185	00	05	17
4.Asnera	146	00	08	57
	133	00	59	60
	135	00	45	75
	140	01	11	72
	138	00	05	34
	143	00	28	67
	141	00	07	64
	142	00	13	17
	149 P	00	34	20
	149 P	00	27	15
	149 P	00	21	14
	166	00	22	29
	165	00	17	66
	164	00	00	40
	163	00	00	40
	323	00	30	74
	322	00	15	40
	320	00	20	99
	319	00	16	38
	321	00	02	20
	317	00	25	97
	316	00	26	54
	315	00	05	63
	314	00	07	.86
	262	00	35	38
	264	00	16	56
	263	00	60	18
	265	00	04	16
	266	00	43	36
	267	00	12	13
	268	00	13	37
5.Tegwa	135/P	00	82	76
	136	00	05	94
	137	00	00	40
	142	00	49	19
	134/P	00	20	37
	133/P	00	02	53
6.Sonama	3	00	06	88
	4	00	44	49
	9	00	19	71
	43	00	39	67
	44	00	50	27
	42	00	01	58
	40/P	00	43	06
	39	00	29	91
	37	00	40	09

1	2	3	4	5
Sonoma (Cont'd)				
	18	00	68	13
	56	00	09	12
	54	00	52	20
	64	00	19	35
	61	00	20	45
	62	00	20	61
	63	00	76	74
7.Shree Kothi	74	00	07	50
	78	00	32	94
	71/A	00	00	78
	71/B	00	23	00
	70	00	30	74
8.Rodh	100	00	30	95
	101	00	01	30
	99	00	10	38
	102	00	79	65
	103	00	02	25
	78	00	43	49
	77	00	35	86
	74	00	18	23
	75	00	02	16
	71	00	13	94
	57	00	19	00
	56	00	15	90
	54	00	12	27
	52	00	22	61
	36	00	20	99
	31	00	14	68
	32	00	40	73
	302	00	32	03
	303/P	00	24	61
	303/P	00	00	50
	304	00	35	68
	305	00	23	87
	308/A	00	32	92
	268	00	39	17
	266	00	75	68
9.Advala	91	00	15	28
	92	00	53	70
	93	00	18	09
	94	00	05	15
	96	00	06	14
	95	00	08	86
	134	00	34	95
	133	00	08	80
	175	00	00	40
	135	00	15	15
	136	00	15	75
	173/A	00	00	80
	137	00	07	75
	138	00	03	72
	139	00	11	51
	140	00	21	20
	141	00	17	69
	159	00	03	18
	147	00	08	58
	148	00	10	06
	157	00	05	64
	150	00	04	00
	151	00	03	72
	156	00	08	17
	152	00	02	12
	155	00	04	82
	205	00	15	46
	202	00	02	58

1	2	3	4	5
Advala (Cont'd)				
	203	00	20	37
	204	00	00	50
	207/P	00	34	67
	208	00	20	86
	209	00	00	61
	210	00	28	96
	219	00	57	10
	224	00	28	12
	225/B	00	39	26
	231	00	29	85
	237	00	24	82
	236	00	06	77
	235	00	24	84
	246	00	19	81
	247	00	26	77
	248	00	27	74
10 .Chakled	374	00	27	88
	375	00	06	30
	378	00	00	40
	373	00	28	66
	361	00	41	28
	360	00	00	40
	363	00	12	64
	357	00	37	51
11 .Dadapor	136	00	78	80
	141	00	50	02
	142	00	30	95
	147	00	11	71
	148	00	29	71
	149	00	43	81
	151	00	31	12
	107	00	07	36
	106	00	20	84
	102	00	17	85
	101	00	21	97
	98	00	54	65
	97	00	30	37
	78	00	01	16
	70	00	05	43
	71	00	12	97
	73	00	07	85
	74	00	22	07
	75	00	35	97
	54	00	24	35
	53	00	11	15
	52	00	17	22
	55/A	00	16	32
	56	00	16	41
	22	00	22	27
	21	00	19	68
	23	00	31	39
	26	00	12	26
	29	00	59	93

Tehsil : Jambusar	District : Bharuch	State : Gujarat		
		Area to be acquired for ROU		
		Hectare	Are	Sq.m
1	2	3	4	5
1 .Bojadara	32	00	42	39
	34	00	15	66
	35/A	00	05	15
	44	00	01	13
	23	00	09	58
	45	00	09	50
	47	00	03	34
	52	00	51	55

1	2	3	4	5
Bojedara (Cont'd)				
	53	00	48	64
	141	00	18	60
	132	00	71	16
	138	00	00	60
	133	00	00	40
	134	00	36	81
	135	00	26	37
	124	00	76	01
	157/P-2	00	38	59
	158	00	29	59
2 .Kaharva				
	582	00	10	52
	583	00	07	22
	581	00	04	47
	553/B	00	42	95
	553/A	00	00	98
	554	00	07	07
	527	00	31	38
	532	00	61	12
	529	00	08	98
	530	00	29	37
	499	00	23	06
	498	00	56	49
	440	00	00	25
	434	00	45	42
	435	00	23	17
	427	00	13	15
	423	00	24	42
	428	00	08	44
	421	00	20	81
	419	00	07	28
	420	00	23	43
	418	00	40	48
	409	00	09	24
	410	00	21	24
	411	00	20	31

[F. No. L-14014/54/2004-G.P.]

S. B. MANDAL, Under Secy.

नई दिल्ली, 3 जून, 2005

का. आ. 2065.— केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का. आ. 433 तारीख 4 फरवरी, 2005 जामनगर - भोपाल और काकीनाडा - हैदराबाद - गोवा पाइपलाइन को आपस में जोड़ने के लिए गैस ड्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड द्वारा एक पाइपलाइन बिछाने के प्रयोजन के लिए उक्त अधिसूचना के संलग्न अनुसूची में विनिर्दिष्ट भूमि में उपयोग के अधिकार के अर्जन के अपने आशय की घोषणा की थी; और, उक्त राजपत्र अधिसूचना की प्रतियाँ जनता को तारीख 28 फरवरी, 2005 को उपलब्ध करा दी गई थी;

और पाइपलाइन बिछाने के संबंध में जनता की ओर से प्राप्त आक्षेपों पर सक्षम प्राधिकारी द्वारा विचार कर लिया गया है और अनुज्ञात कर दिया गया;

और, सक्षम प्राधिकारी ने उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है; और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि में पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है; अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है;

और, केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में पाइपलाइन बिछाने के संबंध में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने के बजाए, सभी विलंगमों से मुक्त, गैस ड्रान्सपोर्टेशन एंड इन्फ्रास्ट्रक्चर कंपनी लिमिटेड में निहित होगा।

अनूसूची

मंडल/तहसिल/तालुक : बोरसद	जिला : आणंद	राज्य : गुजरात			
गाँव का नाम	सर्वे नंबर/लॉक नंबर	आर.ओ.यु.अर्जित करने के लिए क्षेत्रफल	हेक्टर	आर	सि-आर
1	2	3	4	5	
1) गाजना	333	00	13	07	
	334 / 1	00	01	06	
	334 / 2	00	15	84	
	332 / पी	00	03	41	
	332 / पी	00	22	04	
	327	00	10	50	
	325	00	39	86	
	324 / 1	00	04	33	
	323	00	21	85	
	322 / पी / 1	00	03	15	
	322 / पी / 2	00	00	19	
	314 / 2	00	01	00	
	314 / 3	00	11	37	
	320 / 1	00	04	92	
	320 / 2	00	01	25	
	319	00	22	74	
	318 / 1	00	11	14	
	318 / 2	00	00	37	
	293	00	17	22	
	292 / 1 / अ	00	15	52	
	292 / 1 / ब	00	06	26	
	285 / पी	00	18	84	
	286	00	19	54	
	284 / 3	00	03	01	
	287 / 2	00	30	71	
	265 / 1 / पी	00	05	69	
	265 / 1 / पी	00	01	76	
	265 / 2	00	03	79	
	264	00	01	06	
	266 / पी	00	14	35	
	254 / 1	00	02	38	
	254 / 2	00	14	42	
	253	00	24	70	
	252 / 2 / पी	00	19	96	
	215 / पी	00	09	10	
	215 / पी	00	04	10	
	215 / पी	00	09	20	

1	2	3	4	5
1) गाजना (निरंतर...)	215 / पी	00	05	00
	215 / पी	00	00	62
	215 / पी	00	05	20
	215 / पी	00	02	00
	215 / पी	00	08	20
	215 / पी	00	10	00
	215 / पी	00	02	30
	234 / 4	00	06	92
	233 / 1 / पी	00	06	00
	233 / 1 / पी	00	10	31
	235 / 1	00	17	80
	235 / 2	00	09	57
	237 / 1	00	09	96
	237 / 2	00	07	19
	236 / 1	00	01	40
	236 / 2 / पी	00	01	23
	236 / 2 / पी	00	06	01
	223	00	32	29
	222 / 1	00	10	08
	222 / 2	00	14	07
	224 / 1	00	00	76
	200	00	01	42
	199 / 1	00	11	28
	199 / 2	00	04	83
	196 / 1	00	04	28
	196 / 2 / पी	00	11	70
	196 / 2 / पी	00	09	00
	196 / 2 / पी	00	09	00
	196 / 3	00	08	53
	196 / 4	00	02	62
	197	00	02	04
	191	00	00	48
	195	00	28	13
	194	00	25	98
	151	00	54	33
	185 / पी	00	02	00
	152 / पी / 1	00	13	16
	164 / 1 / पी	00	28	51
	164 / 2	00	33	26
	166 / पी	00	04	46
	167 / पी	00	15	86
	167 / पी	00	10	00
	168	00	00	96
	169 / पी	00	07	78

1	2	3	4	5
1) गामन (निरंतर...)	169 / शे.	00	17	58
	170	00	05	11
2) सारेल	749/2	00	00	20
	748/2/अ	00	11	00
	748/2/ब	00	07	00
	748/1	00	10	50
	742/2	00	07	27
	742/1	00	25	80
	721/1	00	00	42
	722/1	00	03	01
	722/2	00	12	58
	730/2	00	18	74
	730/1	00	35	45
	730/3	00	14	59
	731	00	01	43
	641/क	00	10	22
	641/घ	00	09	02
	641/ह	00	17	99
	643/1	00	07	19
	644	00	14	44
	644/ घे	00	14	45
	645/1	00	00	91
	628	00	29	50
	627	00	01	68
	618/1	00	15	29
	618/2	00	11	08
	617	00	09	92
	605	00	03	06
	609/1 / शे	00	41	31
	610	00	16	36
	611/1	00	16	25
3) वासवोड	434	00	27	01
	436	00	22	09
	435	00	01	75
	441	00	38	88
	442	00	27	65
	443	00	23	93
	446	00	33	90
	458/2	00	17	37
	465	00	32	04
	459/2	00	07	85
	464	00	44	37
	463	00	10	25
	480	00	00	84

1	2	3	4	5
3) वालवोड (निरंतर...)	462	00	56	30
	1321	00	48	65
	557/प्र	00	14	26
	558	00	27	58
	559	00	21	88
	561	00	43	38
	562	00	25	95
	572	00	21	39
	573	00	27	83
	574	00	33	09
	582	00	07	87
	581	00	00	09
	577	00	18	68
	592	00	06	36
4) सिस्ता	471	00	03	55
	470	00	21	71
	465/1	00	17	57
	464/1	00	01	46
	464/2	00	08	54
	466	00	02	22
	461/1	00	00	69
	461/2	00	30	39
	404/2/2	00	00	28
	406 / 1	00	14	12
	406/2	00	07	96
	407	00	00	31
	371	00	19	99
	372	00	18	08
	377/1	00	07	40
	373	00	10	25
	376/2	00	11	54
	376/1	00	13	78
	321	00	06	66
	322	00	00	48
	328	00	22	13
	329	00	00	77
	327	00	14	77
	326/1	00	17	17
	325	00	09	27
	290/प्र	00	11	45
	290/प्र	00	20	39
	287	00	26	52
	288	00	06	38
	286/1	00	05	92

1	2	3	4	5
4) सिस्या (निरंतर...)	286/2 265 285 266/1 266/2 406/3	00 00 00 00 00 00	04 33 25 06 05 39	90 92 24 22 17 12
5) वाणियल	270 268/अ 268/ब 267 266 265 254 255 256 259 258 217 216 206 218 219 220 221 222 206 / पी 222 पी 204 132 129 130	00 00	09 25 16 04 15 26 33 01 13 14 20 20 08 06 09 07 07 09 11 09 00 03 41 04 15	63 15 97 47 49 30 31 20 18 62 55 50 70 60 23 92 92 24 23 12 58 11 38 47 64
6) यडेली	542 543 544 545 547 585 / पी 585 / पी 584 / पी 584 / पी 591 594 593 633	00 00 00 00 00 00 00 00 00 00 00 00 00 00	18 05 05 08 38 06 10 20 13 12 15 .01 77 67	50 23 40 20 42 54 81 43 05 34 51 77 67

1	2	3	4	5
6) वडेली (निरंतर...)	630	00	18	97
	696	00	13	39
	697	00	20	78
	700 / पी	00	10	84
	399	00	10	21
	701	00	01	51
	702	00	20	75
	703	00	01	64
	704	00	13	18
	706	00	00	20
	705	00	11	56
	708	00	12	24
	709	00	08	28
	709 / पी	00	02	58
	710	00	06	11
	711	00	06	95
	712	00	16	55
7) झरोला	539/पी	00	20	65
	539/3	00	24	15
	538	00	04	81
	492	00	03	55
	493	00	15	85
	1791	00	03	21
	1736	00	00	85
	514/पी	00	00	56
	494	00	17	82
	513/1	00	02	53
	513/2	00	02	06
	513/3	00	01	11
	500	00	05	85
	503/1	00	11	55
	503/2/पी	00	03	62
	503/3	00	06	22
	501/1	00	05	88
	502	00	09	36
	475/1	00	01	57
	475/2	00	04	95
	465/पी	00	21	99
	465/पी	00	23	37
	465/पी	00	09	00
	464	00	12	67
	463	00	12	42
	462	00	00	93

1	2	3	4	5
8) स्लेस	502	00	19	03
	503	00	19	75
	508	00	09	07
	505	00	00	80
	507	00	23	48
	511	00	03	31
	512	00	15	94
	513	00	19	26
	373	00	38	43
	372	00	00	03
	371	00	20	44
	367	00	19	05
	368	00	21	45
	357	00	12	77
	359	00	06	43
	358/पी	00	23	50
	358/पी	00	16	32
	291	00	05	55
	292	00	08	12
	297	00	01	07
	298	00	14	35
	299	00	06	76
	306	00	12	80
	307	00	13	93
	310	00	61	23
	314	00	02	06
	312	00	07	08
	311	00	09	50
	253	00	05	76
	252	00	12	99
	251 / पी	00	05	73
	251 / पी	00	04	00
	250/अ	00	10	59
	250	00	10	05
	249	00	34	74
	187	00	09	82
	248	00	18	04
	188	00	08	10
	190	00	18	21
	200	00	41	78
	191	00	14	43
	198	00	04	06
	199	00	01	56
	125	00	17	17

1	2	3	4	5
छंग स्टेल (निरंतर...)	126 133 132 139 140 141 138	00 00 00 00 00 00 00	15 07 10 17 00 32 20	40 44 77 20 01 48 18
9) वोरसद	2475/1 2475/2 2475/3 2475/4 2476 / 2 2470 2469 / पी 2469 / पी 2441 2442 / 1 2442 / 3 2443 2438 / 1 / पी 2438 / 1 / पी 2438 / 2 / पी 2438 / 2 / पी 2438 / 3 2438 / 5 2436 / 2 2436 / 3	00 00	03 03 03 02 16 26 10 10 07 13 15 02 10 04 04 04 00 01 11 14	43 52 88 40 73 99 20 00 84 77 12 72 10 11 25 40 16 18 20 85
10) डमासी	45 / 2 46 / 1 43 / पी 47 / 3 42 / 1 29 / 2 28 27 / 1 25 / 1 25 / 2 25 / 3 22 / 1 22 / 2 23 / 2 23 / 3 21 / 1 21 / 2	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	16 08 14 03 24 19 06 07 23 17 15 04 05 01 10 01 03	16 03 65 04 35 84 16 61 86 55 56 68 51 61 97 34 44

1	2	3	4	5
10) डमासी (निरंतर...)	18 / 4	00	14	48
	18 / 5	00	17	82
	18 / 8	00	09	53
	18 / 9	00	02	89
	19 / 1	00	04	46
	19 / 2	00	00	19
	11 / 1	00	03	65
	11 / 2	00	13	45
	9	00	02	22
	8	00	05	99
	7	00	06	60
	2 / 1	00	07	29
	3	00	14	89
	5	00	10	75
	532	00	11	68
	557	00	02	30
	655 / 1	00	00	72
	533 / 3	00	10	49
	554	00	00	47
	534 / 2	00	03	08
	553 / 2	00	03	07
	535 / 1	00	10	12
	535 / 2	00	21	31
	525 / 3	00	06	89
	523 / 3	00	00	59
	524 / 5	00	09	02
	524 / 4	00	09	83
	524 / 6	00	08	09
	524 / 7	00	07	50
	501 / 3	00	09	20
	501 / 1	00	01	95
	522 / 2	00	02	42
	521 / 1	00	11	25
	502 / 1	00	04	96
	502 / 2	00	03	30
	503	00	08	59
	504 / 2	00	11	02
	504 / 3	00	01	42
	505 / 1	00	00	82
	505 / 2	00	03	00
	413 / 2	00	00	36
	413 / 3	00	13	82
	413 / 4	00	17	69
	414	00	26	95

1	2	3	4	5
10) डमासी (निरंतर...)				
415	00	04	15	
418	00	18	06	
417	00	03	93	
426 / 2	00	00	95	
427	00	23	36	
428 / 2	00	11	76	
407 / 1	00	00	05	
406	00	07	27	
405 / 1	00	05	45	
405 / 2	00	05	66	
404	00	10	56	
403 / 4	00	01	68	
390	00	55	57	
392 / 1	00	00	92	
392 / 2	00	03	29	
388	00	21	55	
387 / 3	00	14	65	
384 / 3	00	42	30	
351 / 4	00	10	76	
351 / 1	00	11	96	
352 / 1	00	13	60	
353	00	12	36	
354 / 2	00	04	79	
354 / 4	00	07	41	
355	00	11	83	
356 / 2	00	09	37	
357 / 1	00	15	02	
357 / 2	00	18	08	
361 / 3	00	36	43	
366 / 4	00	40	62	
11) बोधसन				
1879	00	17	81	
1878	00	21	50	
1877	00	21	57	
1868	00	21	56	
1850 / फी	00	08	91	
1850 / फी	00	10	75	
1849	00	35	55	
1848	00	07	59	
1847	00	08	94	
1846	00	22	96	
12) कावेठा				
1193	00	18	29	
1192	00	03	01	
1194	00	12	37	
1199	00	07	03	

1	2	3	4	5
12) कवेत्र (निरंतर...)	1195	00	02	82
	1198	00	10	89
	1197	00	19	43
	1217	00	03	29
	1220	00	00	25
	1216	00	10	63
	1229	00	11	23
	1228	00	21	75
	1227	00	10	68
	1226	00	12	57
	1225	00	07	38
	1238/2	00	03	22
	1238/1	00	11	47
	1241	00	18	79
	1239/1	00	02	24
	1240/1	00	17	40
	1248	00	01	00
	1247	00	21	70
	1253	00	17	16
	1252	00	11	21
	1269	00	14	57
	1268	00	09	68
	1266/2	00	08	90
	1267	00	03	39
	1266/1	00	01	44
	1306	00	11	04
	1307	00	13	45
	1305	00	15	60
	1304	00	00	66
	1314	00	18	09
	1315	00	10	15
	1316	00	19	75
	1317	00	26	32
	1293	00	00	79
	1292	00	19	94
	1291	00	00	49
	1359	00	17	04
	1360	00	02	71

मंडल/तेहसिल/तालुक : पेटलाद

ज़िला : आणंद

राज्य : गुजरात

1) विरोल(सी)	198	00	16	21
	197	00	08	21
	196	00	07	63
	191	00	01	57
	192	00	13	03

1	2	3	4	5
1) विरोल(सी) (निरंतर...)	193	00	01	99
	187/2	00	01	85
	186/2	00	02	48
	186/1	00	01	75
	187 / 1	00	04	48
	188/1	00	01	37
	180	00	06	14
	179	00	05	90
	178	00	02	57
	175	00	06	22
	174	00	02	12
	173	00	02	33
	172	00	16	30
2) सीमरडा	840	00	10	57
	830	00	16	03
	831	00	03	15
	832	00	03	07
	829	00	19	81
	828	00	06	79
	692	00	17	57
	693	00	19	04
	694	00	08	34
	698	00	20	86
	699	00	10	70
	610	00	04	03
	609	00	04	19
	607/प्री	00	24	65
	619	00	06	82
	618	00	00	45
	617	00	05	17
	606 / अ	00	00	20
	606	00	00	86
	620	00	04	97
	605	00	00	10
	1153	00	10	24
	622	00	00	16
	621	00	00	70
	1152	00	08	44
	604	00	00	80
	475	00	17	57
	471	00	09	50
	471 /अ	00	01	84
	473	00	30	96
	472	00	00	79

1	2	3	4	5
2) सीमरड़ (निरंतर...)	440	00	16	08
	439	00	23	14
	438	00	05	41
	434	00	00	07
	183	00	22	58
	182	00	11	24
	181	00	23	80
	184	00	15	73
	180	00	02	16
	178	00	00	10
	179	00	10	19
	177	00	01	52
	176	00	05	40
	176/अ	00	04	38
	176/ब	00	02	07
	174	00	23	75
	170	00	00	31
	173	00	08	04
	171	00	11	98
	169	00	00	05
	165	00	26	94
	165/अ	00	20	38
	154	00	20	99
	153	00	16	99
	152	00	15	99
	140	00	08	61
	139	00	10	87
3) दंतली	383/पी	00	10	87
	384	00	04	09
	409	00	07	57
	410	00	05	27
	411	00	08	49
	412	00	04	72
	413	00	05	88
	414	00	00	10
	415	00	01	95
	416	00	06	72
	417	00	07	35
	418	00	07	81
	419	00	06	08
	420	00	08	69
	421	00	08	10
	422	00	08	69
	424	00	14	51

1	2	3	4	5
3) दंताली (निरंतर...)	423	00	09	97
	467	00	04	00
	476	00	21	45
	475	00	19	96
	478	00	02	08
	479	00	09	49
	474	00	27	83
	473	00	00	01
	472	00	06	41
	471	00	11	71
	256	00	40	33
	244	00	24	13
	237	00	01	13
	243	00	06	42
	239	00	01	46
	238	00	35	09
4) फांगनी	637	00	05	64
	628	00	11	55
	630	00	14	84
	632	00	11	24
	631	00	15	04
	625	00	25	37
	622	00	25	44
	621	00	05	19
	478	00	09	60
	479	00	10	71
	480	00	10	75
	577	00	34	61
	576	00	20	02
	483	00	27	60
	491	00	01	66
	574	00	22	37
	492	00	03	32
	571	00	18	82
	494	00	25	11
	568	00	33	92
	567 / पा	00	10	52
	567	00	23	27
	557	00	08	21
	556	00	22	47
	555	00	12	76
	548	00	19	82
	547/पा	00	14	29
	547/पा	00	14	48

1	2	3	4	5
4) फ़ासंगी (निरंतर...)	634	00	36	06
	635	00	00	52
	529	00	27	07
	521	00	07	10
	522	00	16	25
	520	00	06	58
5) वटव	139	00	37	83
	144	00	02	02
	145	00	15	16
	146	00	02	61
	148	00	08	57
	149	00	06	79
	153	00	20	63
	151	00	05	79
	152	00	09	26
	165	00	12	77
	167	00	08	15
	169	00	04	69
	169/व	00	01	58
	170	00	04	43
	171	00	05	52
	173	00	51	17
	181/व	00	00	90
	180/व	00	02	97
	181/व	00	06	74
	180/व	00	04	53
	180/व	00	01	51
	181	00	18	78
	182	00	11	44
	183	00	15	36
	184	00	09	15
	185	00	23	86
	207	00	02	65
	204	00	42	53
	216	00	18	44
	217	00	28	06
	229/व	00	01	65
	229	00	22	58
	228	00	26	20
	230	00	10	30
	283	00	20	05
	283/व	00	00	09
	284	00	20	80
	285	00	02	13

1	2	3	4	5
5) बटव (निरंतर...)	291	00	00	25
	290	00	14	07
	288	00	09	31
6) विमोली	184	00	16	04
	186	00	29	65
	285	00	15	04
	284	00	00	72
	278	00	11	32
	279	00	06	26
	282	00	00	21
	277	00	00	02
	280	00	07	02
	281	00	09	96
	287	00	34	37
	288	00	03	52
	289	00	00	01
	787	00	08	88
	290	00	05	21
	292	00	00	10
	291	00	02	69
	293	00	24	38
	294	00	17	33
	297	00	16	31
	298	00	00	01
	299	00	22	81
	260	00	05	35
	259	00	00	76
	257	00	00	01
	303	00	09	20
	304	00	13	17
	306	00	00	11
	313	00	02	89
	314	00	36	31
	318	00	30	09
	320	00	16	60
	319	00	05	74
	343	00	42	02
	344	00	00	01
	345	00	13	72
	347	00	14	33
	348	00	06	89
	349	00	09	66
	350	00	09	52
	351	00	12	89

1	2	3	4	5
6) विश्वोली (निरंतर...)	356	00	10	37
	359/पी	00	11	40
	361/पी	00	14	19
	360	00	03	56
7) सुनव	738 / पी	00	03	83
	737 / 1	00	06	04
	737 / 2	00	07	64
	736	00	00	02
8) पोरडा	302	00	04	52
	303	00	07	40
	301	00	11	90
	304	00	04	63
	305	00	03	24
	274	00	05	90
	273	00	08	47
	268	00	15	84
	269	00	01	86
	267	00	02	82
	266	00	16	24
	264	00	10	69
	265	00	05	72
	253	00	01	11
	254	00	15	04
	251	00	01	37
	255	00	12	61
	249	00	00	01
	248	00	04	26
	257	00	01	08
9) बाघरी	835/1	00	12	41
	840	00	24	94
	839 / पी	00	20	79
	839 / पी	00	25	84
	841 / पी	00	00	04
	841 / पी	00	00	39
	841 / पी	00	00	76
	843 / पी	00	25	16
	842 / पी	00	01	30
	860 / पी	00	00	30
	860 / पी	00	13	52
	859 / पी	00	06	90
	861 / पी	00	25	20
	863	00	23	22
	866 / पी	00	04	76
	866 / पी	00	10	76

1	2	3	4	5
9) वाघी (निरंतर...)	867/ 1 ची	00	07	15
	867/ 1 ची	00	05	40
	868 / 2	00	06	25
	868 / 1 ची	00	08	36
	867/ 2	00	03	35
	872/2	00	11	32
	872/3	00	02	76
	873/1	00	06	73
	873/3	00	01	55
	873/2	00	01	09
	874/2	00	06	96
	874/ 1 ची	00	04	52
	874/ 1 ची	00	02	34
	875	00	09	39
	876	00	11	68
	877/1	00	00	01
10) महेलव	1538	00	08	11
	1539	00	25	44
	1537	00	00	38
	1540	00	15	44
	1541	00	03	79
	1542	00	02	43
	1543	00	13	66
	1544	00	05	91
	1552	00	01	56
	1553	00	16	18
	1433	00	35	69
	1434	00	04	02
	1432	00	20	22
	1400	00	30	93
	1402	00	05	57
	1401	00	07	35
	1403	00	03	47
	1407	00	17	87
	1406	00	02	97
	1408	00	15	63
	1387	00	25	10
	1386	00	14	24
	1385	00	22	24
	1699	00	07	80
	1700	00	18	19
	1706/1	00	00	01
	1706/2	00	04	06
	1695	00	00	06

1	2	3	4	5
10) अलेख (निरंतर...)	1694	00	00	61
	1693/1	00	15	78
	1743	00	08	41
	1740	00	04	71
	1742	00	12	90
	1741	00	01	07
	1754	00	12	53
	1753	00	12	79
	1752	00	09	43
	1770	00	03	40
	1771	00	13	65
	1769	00	01	69
	1766	00	00	93
	1765	00	21	55
	1773 / सु	00	21	91
	2434	00	16	26
	2438	00	11	12
	2433	00	00	21
	2443	00	03	76
	2442	00	09	68
	2444	00	18	24
	2454	00	00	13
	2455	00	21	59
	2453	00	41	71
	2470/2	00	00	95
	2468/1	00	00	55
	2470/1	00	03	91
	2468/2	00	23	41
	2467/1	00	01	90
	2592	00	04	42
	2591	00	13	88
	2602	00	06	36
	2603	00	11	85
	2605	00	19	68
	2606	00	16	67
	2607	00	11	26
	2789	00	19	95
	2788	00	23	77
	2787	00	06	14
	2786	00	18	67
	2785	00	00	41
	2778	00	27	93
	2694	00	00	98
	2777	00	03	32

1	2	3	4	5
10) महलव (निरंतर...)	2695	00	13	28
	2759	00	00	33
	2745	00	10	66
	2746	00	11	01
	2747	00	40	98
	2750	00	11	04
	2751	00	14	48
	2753	00	04	62
	2752	00	05	02
	2988	00	11	90
	2987	00	09	99
	2986	00	29	32
	2990	00	04	27
	2992/1	00	26	47
	2991	00	05	65
	2993/1	00	12	89
	2993/2	00	05	58
	2992/2	00	00	13
	2994	00	00	24
11) चांगा	1336 / पी	00	00	86
	1336 / पी	00	09	44
	1335	00	14	54
	1334	00	17	46
	1324/1/पी	00	04	33
	1333	00	15	55
	1332	00	26	11
	1325	00	17	06
	1326	00	10	73
	1321	00	13	68
	1322/1	00	04	69
	1320	00	35	63
	1319/3	00	10	36
	1319/पी/2	00	01	99
	1467/1	00	00	02
	1467/2	00	02	83
	1469/3	00	10	27
	1469/2	00	04	29
	1470	00	12	62
	1477 / पी	00	22	03
	1495/3	00	03	88
	1495/2	00	04	15
	1495/1	00	07	36
	1497/2	00	02	94
	1498/1	00	10	35

1	2	3	4	5
11) अम्ब (निरंतर...)	1499/2	00	07	08
	1498/2	00	00	08
	1499/1	00	05	85
	1500 / पी	00	11	04
	1500 / पी	00	02	15
	1489/2	00	00	14
	1489/1	00	02	22
	1488/2	00	04	84
	1488/1	00	06	37
	1535 / पी	00	10	63
	1535 / पी	00	04	54
	1535 / पी	00	06	17
	1536	00	14	48
	1537/1	00	02	41
	1741	00	03	57
	1740 / पी	00	06	63
	1740 / पी	00	05	48
	1740 / पी	00	06	04
	1733 / पी	00	07	90
	1734	00	19	28
	1729	00	11	27
	1735	00	00	44
	1727	00	00	83
	1728	00	13	13
	1726	00	00	10
	1705	00	12	90
	1706	00	07	82
	1711	00	24	48
	1712	00	02	39
	1710	00	23	93
	1719/1	00	02	34
	1716 / पी	00	11	97
	1718 / पी	00	03	12
	1717	00	50	44
	1869	00	00	03
	1866	00	01	46
	1868	00	22	75
	1961	00	01	89
	1962	00	15	.93
	1963 / पी	00	02	05
	1963 / पी	00	01	11
	1964	00	16	01
	1976/1 पी	00	04	39
	1976/1	00	06	16

1	2	3	4	5
11) चांगा (निरंतर...)	1976/2	00	07	78
	1978	00	07	71
	1980 / पी	00	10	69
	1980 / पी	00	03	80
	1980 / पी	00	29	71
	1993	00	00	05
	1992	00	46	34
	1991	00	05	14
12) डेमोल	826	00	03	22
	827/ पी	00	38	57
	829/ पी	00	05	09
	829/पी	00	10	40
	827	00	17	66
	840	00	31	41
	844	00	29	02
	863	00	16	64
	862	00	04	99
	860	00	17	07
	858	00	01	95
	865	00	34	56

मंडल/तेहसिल/तालुक : सोनित्रा	जिला : आणंद	राज्य : गुजरात		
1) पेटली	650	00	28	54
	648/2	00	00	94
	647	00	33	76
	637	00	00	12
	646 / पी	00	04	54
	638	00	09	50
	642	00	26	17
	643/1	00	05	16
	643/2	00	09	96
	624/1	00	01	85
	624/2	00	02	83
	624/3	00	03	72
	624/4	00	06	16
	625	00	04	58
	623	00	05	21
	626	00	00	49
	613	00	09	66
	614	00	12	00
	611	00	21	21
	585	00	03	48
	610	00	01	12
	586	00	10	22
	587	00	00	91

1	2	3	4	5
1) फटवी (मिलर...)	588	00	00	57
	589	00	26	17
	592	00	09	95
	594/1/अ	00	10	89
	593	00	02	18
	563	00	05	40
	562/1	00	01	37
	562/2	00	20	46
	561	00	04	69
	560	00	19	38
	559/2	00	00	15
	392	00	09	08
	393/1	00	07	98
	393/2	00	03	60
	393/3	00	00	42
	396/1	00	00	04
	394/3	00	04	83
	394/2/अ	00	02	33
	396/2	00	09	05
	395	00	00	01
	396/3	00	12	98
	403	00	00	44
	397	00	02	11
	400	00	24	06
	401/1/अ	00	18	59
	401/1/ब	00	04	03
	415/2	00	07	04
	343/1	00	52	00
	343/1/बी	00	13	07
	345/1	00	17	69
	345/3	00	01	89
	345/5	00	05	23
	345/6	00	12	94
	321	00	10	83
	322	00	05	65
	320	00	00	38
	323	00	19	81
	324	00	22	18
	317	00	03	17
	316	00	16	87
	315/1	00	12	33
	314	00	04	48
2) देवदान्त	248/पी	00	06	17
	249/पी	00	27	06

1	2	3	4	5
2) देवांशु (निरंतर...)	249/प/1	00	14	09
	251	00	14	65
	250/पी	00	14	60
	250/पी	00	14	97
	128/2	00	01	04
	129/1	00	05	96
	129/2	00	07	15
	130/1पी	00	01	37
	130/1	00	06	00
	130/2	00	05	60
	131/2	00	01	38
	137/3	00	01	90
	137/4	00	05	54
	137/5	00	10	24
	137/7	00	04	92
	216/6	00	00	85
	216/3	00	12	18
	216/4	00	01	61
	216/5	00	19	25
	218/पी	00	00	47
	218/पी	00	08	82
	215/1	00	10	96
	215/2	00	21	28
	222	00	03	06
	223/2	00	03	44
	223/1	00	16	94
	224/पी	00	16	52
	224/पी	00	01	40
	227/1/11	00	10	19
	227/1/2	00	07	79
	228	00	00	43
	229/1/2	00	17	84
	229/1/4	00	10	50
	229/1/1	00	07	28
	229/1/5	00	08	35
	452	00	30	62
	232/पी	00	18	63
	232/पी	00	04	50
	231 पी/1/1	00	01	87
	231 पी/1/2	00	05	48
	231/2/1	00	25	22
	231/2/2	00	12	04
3) रूप	42/1/7	00	06	88
	42/1/6	00	08	76

1	2	3	4	5
3) स्थ (सितंतर...)	42/1/5	00	05	63
	42/1/4	00	06	02
	42/1/3	00	02	98
	42/1/2	00	06	36
	42/1/1	00	05	36
	42/1	00	04	39
	45	00	07	81
	41	00	00	01
	46/8	00	14	27
	46/पी	00	08	72
	24	00	00	90
	47/8	00	11	83
	109	00	59	61
	92	00	00	49
	108	00	22	04
	110	00	01	19
	107/8	00	27	39
	107/9	00	02	22
	106/1	00	00	18
	105	00	05	18
	105/1	00	03	27
	105/2	00	03	92
	105/3	00	03	75
	105/4	00	04	40
	105/5	00	02	37
	105/6	00	01	78
	104/8	00	00	69
	185/8	00	13	44
	185/9	00	11	60
	184/18	00	18	68
	186	00	05	65
	185/1/2/8	00	14	52
	185/1/3/9	00	12	23
	177	00	00	92
	181	00	38	05
	182	00	02	19
	185/1/3/8	00	18	30
4) देवालय	1248/3	00	09	72
	1231/2	00	17	70
	1231/1	00	16	26
	1222	00	51	49
	1223	00	03	02
	1221	00	53	11

1	2	3	4	5
4) देवातःपद (निरंतर...)	1220	00	00	04

[फा. सं. एल-14014/53/2004-जी.पी.]

एस. बी. मण्डल, अवर सचिव

New Delhi, the 3rd June, 2005

S. O. 2065.— Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas No. S.O. 433, dated the 04th February, 2005, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereafter referred to as the said Act), the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of natural gas through an interconnection between Jamnagar - Bhopal and Kakinada - Hyderabad - Goa Pipeline by Gas Transportation and Infrastructure Company Limited;

And, whereas the copies of the said Gazette notification were made available to the public on 28th February, 2005;

The objection received from the public to the laying of the Pipeline have been considered and dissolved by the Competent Authority;

And whereas the Competent Authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline and has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub section (1) of the Section 6 of the said Act, the Central Government hereby declares that the right of user in the land specified in the Schedule appended to this notification is hereby acquired for laying the pipeline;

And, further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest, on the date of publication of the declaration, in Gas Transportation and Infrastructure Company Limited free from all encumbrances.

Schedule**Mandal/Thesil/Taluk : BORSAD****District : ANAND****State : GUJARAT**

Name of Village	Survey No./Sub-Division No.	Area to be acquired for ROU		
		Hectare	Are	C-Are
1	2	3	4	5
1) GAJNA	333	00	13	07
	334/1	00	01	06
	334/2	00	15	84
	332/P	00	03	41
	332/P	00	22	04
	327	00	10	50
	325	00	39	86
	324/1	00	04	33
	323	00	21	85
	322/P/1	00	03	15
	322/P/2	00	00	19
	314/2	00	01	00
	314/3	00	11	37
	320/1	00	04	92
	320/2	00	01	25
	319	00	22	74
	318/1	00	11	14
	318/2	00	00	37
	293	00	17	22
	292/1/A	00	15	52
	292/1/B	00	06	26
	285/P	00	18	84
	286	00	19	54
	284/3	00	03	01
	287/2	00	30	71
	265/1/P	00	05	69
	265/1/P	00	01	76
	265/2	00	03	79
	264	00	01	06
	266/P	00	14	35
	254/1	00	02	38
	254/2	00	14	42
	253	00	24	70
	252/2/P	00	19	96
	215/P	00	09	10
	215/P	00	04	10

1	2	3	4	5
1) GAJNA (Contd....)	215/P	00	09	20
	215/P	00	05	00
	215/P	00	00	62
	215/P	00	05	20
	215/P	00	02	00
	215/P	00	08	20
	215/P	00	10	00
	215/P	00	02	30
	234/4	00	06	92
	233/1/P	00	06	00
	233/1/P	00	10	31
	235/1	00	17	80
	235/2	00	09	57
	237/1	00	09	96
	237/2	00	07	19
	236/1	00	01	40
	236/2/P	00	01	23
	236/2/P	00	06	01
	223	00	32	29
	222/1	00	10	08
	222/2	00	14	07
	224/1	00	00	76
	200	00	01	42
	199/1	00	11	28
	199/2	00	04	83
	196/1	00	04	28
	196/2/P	00	11	70
	196/2/P	00	09	00
	196/2/P	00	09	00
	196/3	00	08	53
	196/4	00	02	62
	197	00	02	04
	191	00	00	48
	195	00	28	13
	194	00	25	98
	151	00	54	33
	185/P	00	02	00
	152/P/1	00	13	16
	164/1/P	00	28	51
	164/2	00	33	26
	166/P	00	04	46
	167/P	00	15	86

1	2	3	4	5
1) GAJNA (Contd....)				
	167/P	00	10	90
	168	00	00	96
	169/P	00	07	78
	169/P	00	17	58
	170	00	05	11
2) SAROL				
	749/2	00	00	20
	748/2/A	00	11	00
	748/2/B	00	07	00
	748/1	00	10	50
	742/2	00	07	27
	742/1	00	25	80
	721/1	00	00	42
	722/1	00	03	01
	722/2	00	12	58
	730/2	00	18	74
	730/1	00	35	45
	730/3	00	14	59
	731	00	01	43
	641/P	00	10	22
	641/P	00	09	02
	641/P	00	17	99
	643/1	00	07	19
	644	00	14	44
	644/P	00	14	45
	645/1	00	00	91
	628	00	29	50
	627	00	01	68
	618/1	00	15	29
	618/2	00	11	08
	617	00	09	92
	605	00	03	06
	609/1/P	00	41	31
	610	00	16	36
	611/1	00	16	25
3) VALVOD				
	434	00	27	01
	436	00	22	09
	435	00	01	75
	441	00	38	88
	442	00	27	65
	443	00	23	93
	446	00	33	90
	458/2	00	17	37

1	2	3	4	5
3) VALVOD (Contd....)	465	00	32	04
	459/2	00	07	85
	464	00	44	37
	463	00	10	25
	480	00	00	84
	462	00	56	30
	1321	00	48	65
	557/P	00	14	26
	558	00	27	58
	559	00	21	88
	561	00	43	38
	562	00	25	95
	572	00	21	39
	573	00	27	83
	574	00	33	09
	582	00	07	87
	581	00	00	09
	577	00	18	68
	592	00	06	36
4) SISWA	471	00	03	55
	470	00	21	71
	465/1	00	17	57
	464/1	00	01	46
	464/2	00	08	54
	466	00	02	22
	461/1	00	00	69
	461/2	00	30	39
	404/2/2	00	00	28
	406/1	00	14	12
	406/2	00	07	96
	407	00	00	31
	371	00	19	99
	372	00	18	08
	377/1	00	07	40
	373	00	10	25
	376/2	00	11	54
	376/1	00	13	78
	321	00	06	66
	322	00	00	48
	328	00	22	13
	329	00	00	77
	327	00	14	77

1	2	3	4	5
4) SISWA (Contd..)	326/1	00	17	17
	325	00	09	27
	290/P	00	11	45
	290/P	00	20	39
	287	00	26	52
	288	00	06	38
	286/1	00	05	92
	286/2	00	04	90
	265	00	33	92
	285	00	25	24
	266/1	00	06	22
	266/2	00	05	17
	406/3	00	39	12
5) WACHHIEL	270	00	09	63
	268/A	00	25	15
	268/B	00	16	97
	267	00	04	47
	266	00	15	49
	265	00	26	30
	254	00	33	31
	255	00	01	20
	256	00	13	18
	259	00	14	62
	258	00	20	55
	217	00	20	50
	216	00	08	70
	206	00	06	60
	218	00	09	23
	219	00	07	92
	220	00	07	92
	221	00	09	24
	222	00	11	23
	206P	00	09	12
	222P	00	00	58
	204	00	03	11
	132	00	41	38
	129	00	04	47
	130	00	15	64
6) WADELI	542	00	18	50
	543	00	05	23
	544	00	05	40
	545	00	08	20

1	2	3	4	5
6) WADELI (Contd....)	547	00	38	42
	585/P	00	06	54
	585/P	00	10	81
	584/P	00	20	43
	584/P	00	13	05
	591	00	12	34
	594	00	15	51
	593	00	01	77
	633	00	19	67
	630	00	18	97
	696	00	13	39
	697	00	20	78
	700/P	00	10	84
	699	00	10	21
	701	00	01	51
	702	00	20	75
	703	00	01	64
	704	00	13	18
	706	00	00	20
	705	00	11	56
	708	00	12	24
	709	00	08	28
	709P	00	02	58
	710	00	06	11
	711	00	06	95
	712	00	16	55
7) JHAROLA	539/P	00	20	65
	539/3	00	24	15
	538	00	04	81
	492	00	03	55
	493	00	15	85
	1791	00	03	21
	1736	00	00	85
	514/P	00	00	56
	494	00	17	82
	513/1	00	02	53
	513/2	00	02	06
	513/3	00	01	11
	500	00	05	85
	503/1	00	11	55
	503/2/P	00	03	62
	503/3	00	06	22

1	2	3	4	5
7) JHAROLA (Cont.....)	501/1	00	05	88
	502	00	09	36
	475/1	00	01	57
	475/2	00	04	95
	465/P	00	21	99
	465/P	00	23	37
	465/P	00	09	00
	464	00	12	67
	463	00	12	42
	462	00	00	93
8) RUDEL	502	00	19	03
	503	00	19	75
	508	00	09	07
	505	00	00	80
	507	00	23	48
	511	00	03	31
	512	00	15	94
	513	00	19	26
	373	00	38	43
	372	00	00	03
	371	00	20	44
	367	00	19	05
	368	00	21	45
	357	00	12	77
	359	00	06	43
	358/P	00	23	50
	358/P	00	16	32
	291	00	05	55
	292	00	08	12
	297	00	01	07
	298	00	14	35
	299	00	06	76
	306	00	12	80
	307	00	13	93
	310	00	61	23
	314	00	02	08
	312	00	07	08
	311	00	09	50
	253	00	05	76
	252	00	12	99
	251/P	00	05	73
	251/P	00	04	00

1	2	3	4	5
8) RUDEL (Contd....)	250/A	00	10	59
	250	00	10	05
	249	00	34	74
	187	00	09	82
	248	00	18	04
	188	00	08	10
	190	00	18	21
	200	00	41	78
	191	00	14	43
	198	00	04	06
	199	00	01	56
	125	00	17	17
	126	00	15	40
	133	00	07	44
	132	00	10	77
	139	00	17	20
	140	00	00	01
	141	00	32	48
	138	00	20	18
9) BORSAD	2475/1	00	03	43
	2475/2	00	03	52
	2475/3	00	03	88
	2475/4	00	02	40
	2476/2	00	16	73
	2470	00	26	99
	2469/P	00	10	20
	2469/P	00	10	00
	2441	00	07	84
	2442/1	00	13	77
	2442/3	00	15	12
	2443	00	02	72
	2438/1/P	00	10	10
	2438/1/P	00	04	11
	2438/2/P	00	04	25
	2438/2/P	00	04	40
	2438/3	00	00	16
	2438/5	00	01	18
	2436/2	00	11	20
	2436/3	00	14	85
10) DABHASI	45/2	00	16	16
	46/1	00	08	03
	43/P	00	14	65

1	2	3	4	5
10) DABHASI (Con'd....)	47/3	00	03	04
	42/1	00	24	35
	29/2	00	19	84
	28	00	06	16
	27/1	00	07	61
	25/1	00	23	86
	25/2	00	17	55
	25/3	00	15	56
	22/1	00	04	68
	22/2	00	05	51
	23/2	00	01	61
	23/3	00	10	97
	21/1	00	01	34
	21/2	00	03	44
	18/4	00	14	48
	18/5	00	17	82
	18/8	00	09	53
	18/9	00	02	89
	18/1	00	04	46
	18/2	00	00	19
	11/1	00	03	65
	11/2	00	13	45
	9	00	02	22
	8	00	05	99
	7	00	08	60
	2/1	00	07	29
	3	00	14	89
	5	00	10	75
	532	00	11	68
	557	00	02	30
	555/1	00	00	72
	533/3	00	10	49
	554	00	00	47
	534/2	00	03	08
	553/2	00	03	07
	535/1	00	10	12
	535/2	00	21	31
	525/3	00	06	89
	523/3	00	00	59
	524/5	00	09	02
	524/4	00	09	83
	524/6	00	08	09

1	2	3	4	5
10) DABHASI (Cor.J....)	524/7	00	07	50
	501/3	00	09	20
	501/1	00	01	95
	522/2	00	02	42
	521/1	00	11	25
	502/1	00	04	96
	502/2	00	03	30
	503	00	08	59
	504/2	00	11	02
	504/3	00	01	42
	505/1	00	00	82
	505/2	00	03	00
	413/2	00	00	36
	413/3	00	13	82
	413/4	00	17	69
	414	00	26	95
	415	00	04	15
	418	00	18	06
	417	00	03	93
	426/2	00	00	95
	427	00	23	36
	128/2	00	11	76
	407/1	00	00	05
	406	00	07	27
	405/1	00	05	45
	405/2	00	05	66
	404	00	10	56
	403/4	00	01	68
	390	00	55	57
	392/1	00	00	92
	392/2	00	03	29
	388	00	21	55
	387/3	00	14	65
	384/3	00	42	30
	351/4	00	10	76
	351/1	00	11	96
	352/1	00	13	60
	353	00	12	36
	354/2	00	04	79
	354/4	00	07	41
	355	00	11	83
	356/2	00	09	37

1	2	3	4	5
10) DABHASI (Cont'd....)	357/1	00	15	02
	357/2	00	18	08
	361/3	00	36	43
	366/4	00	40	62
11) BOCHASAN	1879	00	17	81
	1878	00	21	50
	1877	00	21	57
	1868	00	21	56
	1850/P	00	08	91
	1850/P	00	10	75
	1849	00	35	55
	1848	00	07	59
	1847	00	08	94
	1846	00	22	96
12) KAWETHA	1193	00	18	29
	1192	00	03	01
	1194	00	12	37
	1199	00	07	03
	1195	00	02	82
	1198	00	10	89
	1197	00	19	43
	1217	00	03	29
	1220	00	00	25
	1216	00	10	63
	1229	00	11	23
	1228	00	21	75
	1227	00	10	68
	1226	00	12	57
	1225	00	07	38
	1238/2	00	03	22
	1238/1	00	11	47
	1241	00	18	79
	1239/1	00	02	24
	1240/1	00	17	40
	1248	00	01	00
	1247	00	21	70
	1253	00	17	16
	1252	00	11	21
	1269	00	14	57
	1268	00	09	68
	1266/2	00	08	90
	1267	00	03	39

1	2	3	4	5
12) KAWETHA (Contd....)	1266/1	00	01	44
	1306	00	11	04
	1307	00	13	45
	1305	00	15	60
	1304	00	00	66
	1314	00	18	09
	1315	00	10	15
	1316	00	19	75
	1317	00	26	32
	1293	00	00	79
	1292	00	19	94
	1291	00	00	49
	1359	00	17	04
	1360	00	02	71

Mandal/Thesil/Taluk : PETLAD	District : ANAND	State : GUJARAT		
1) VIROL(C)	198	00	16	21
	197	00	08	21
	196	00	07	63
	191	00	01	57
	192	00	13	03
	193	00	01	99
	187/2	00	01	85
	186/2	00	02	48
	186/1	00	01	75
	187/1	00	04	48
	188/1	00	01	37
	180	00	06	14
	179	00	05	90
	178	00	02	57
	175	00	06	22
	174	00	02	12
	173	00	02	33
	172	00	16	30
2) SIMARADA	840	00	10	57
	830	00	16	03
	831	00	03	15
	832	00	03	07
	829	00	19	81
	828	00	06	79
	692	00	17	57
	693	00	19	04
	694	00	08	34

1	2	3	4	5
2) SIMARADA (Contd....)	698	00	20	86
	699	00	10	70
	610	00	04	03
	609	00	04	19
	607/P	00	24	65
	619	00	06	82
	618	00	00	45
	617	00	05	17
	606/A	00	00	20
	606	00	00	86
	620	00	04	97
	605	00	00	10
	1153	00	10	24
	622	00	00	16
	621	00	00	70
	1152	00	08	44
	604	00	00	80
	475	00	17	57
	471	00	00	50
	471/A	00	01	84
	473	00	30	96
	472	00	00	78
	440	00	16	08
	439	00	23	14
	438	00	05	41
	434	00	00	07
	183	00	22	58
	182	00	11	24
	181	00	23	80
	184	00	15	73
	180	00	02	16
	178	00	00	10
	179	00	10	19
	177	00	01	52
	176	00	05	40
	176/A	00	04	38
	176/B	00	02	07
	174	00	23	75
	170	00	00	31
	173	00	08	04
	171	00	11	98
	169	00	00	05

1	2	3	4	5
2) SIMARADA (Contd....)	165	00	26	94
	165/A	00	20	38
	154	00	20	99
	153	00	16	99
	152	00	15	99
	140	00	08	61
	139	00	10	87
3) DANTALI	383/P	00	10	87
	384	00	04	09
	409	00	07	57
	410	00	05	27
	411	00	08	49
	412	00	04	72
	413	00	05	88
	414	00	00	10
	415	00	01	95
	416	00	06	72
	417	00	07	35
	418	00	07	81
	419	00	06	08
	420	00	08	69
	421	00	08	10
	422	00	08	69
	424	00	14	51
	423	00	09	97
	467	00	04	00
	476	00	21	45
	475	00	19	96
	478	00	02	08
	479	00	09	49
	474	00	27	83
	473	00	00	01
	472	00	06	41
	471	00	11	71
	256	00	40	33
	244	00	24	13
	237	00	01	13
	243	00	06	42
	239	00	01	46
	238	00	35	09
4) FANGANI	637	00	05	64
	628	00	11	55

1	2	3	4	5
4) FANGANI (Contd....)				
630	00	14	84	
632	00	11	24	
631	00	15	04	
625	00	25	37	
622	00	25	44	
621	00	05	19	
478	00	09	60	
479	00	10	71	
480	00	10	75	
577	00	34	61	
576	00	20	02	
483	00	27	60	
491	00	01	66	
574	00	22	37	
492	00	03	32	
571	00	18	82	
494	00	25	11	
568	00	33	92	
567/P	00	10	52	
567	00	23	27	
557	00	08	21	
556	00	22	47	
555	00	12	76	
548	00	19	82	
547/P	00	14	29	
547/P	00	14	48	
534	00	36	06	
635	00	00	52	
529	00	27	07	
521	00	07	10	
522	00	16	25	
520	00	06	58	
5) VATAV				
139	00	37	83	
144	00	02	02	
145	00	15	16	
146	00	02	61	
148	00	08	57	
149	00	06	79	
153	00	20	63	
151	00	05	79	
152	00	09	26	
165	00	12	77	

1	2	3	4	5
5) VATAV (Contd....)	167	00	08	15
	169	00	04	69
	169/A	00	01	58
	170	00	04	43
	171	00	05	52
	173	00	51	17
	181/P	00	00	90
	180/P	00	02	97
	181/A	00	06	74
	180/B	00	04	53
	180/A	00	01	51
	181	00	18	78
	182	00	11	44
	183	00	15	35
	184	00	09	15
	185	00	23	86
	207	00	02	65
	204	00	42	53
	216	00	18	44
	217	00	28	06
	229/P	00	01	55
	229	00	22	58
	228	00	26	20
	230	00	10	30
	283	00	20	05
	283/P	00	00	09
	284	00	20	80
	285	00	02	13
	291	00	00	25
	290	00	14	07
	288	00	09	31
6) VISHNOLI	184	00	16	04
	186	00	29	65
	285	00	15	04
	284	00	00	72
	278	00	11	32
	279	00	06	26
	282	00	00	21
	277	00	00	02
	280	00	07	02
	281	00	09	96
	287	00	34	37

1	2	3	4	5
6) VISHNOLI (Contd....)	288	00	03	52
	289	00	00	01
	787	00	08	88
	290	00	05	21
	292	00	00	10
	291	00	02	69
	293	00	24	38
	294	00	17	33
	297	00	16	31
	298	00	00	01
	299	00	22	81
	300	00	05	35
	259	00	00	76
	257	00	00	01
	308	00	09	20
	304	00	13	17
	306	00	00	11
	313	00	02	89
	314	00	36	31
	318	00	30	09
	320	00	16	60
	319	00	05	74
	343	00	42	02
	344	00	00	01
	345	00	13	72
	347	00	14	33
	348	00	06	89
	349	00	09	66
	350	00	09	52
	361	00	12	89
	356	00	10	37
	359/P	00	11	40
	361/P	00	14	19
	360	00	03	56
7) SUNAV	738/P	00	03	83
	737/1	00	06	04
	737/2	00	07	64
	736	00	00	02
8) PORDA	302	00	04	52
	303	00	07	40
	301	00	11	90
	304	00	04	63

1	2	3	4	5
8) PORDA (Contd....)	305	00	03	24
	274	00	05	90
	273	00	08	47
	268	00	15	84
	269	00	01	86
	267	00	02	82
	266	00	16	24
	264	00	10	69
	265	00	05	72
	253	00	01	11
	254	00	15	04
	251	00	01	37
	255	00	12	61
	249	00	00	01
	248	00	04	26
	257	00	01	08
9) BANDHINI	835/1	00	12	41
	840	00	24	94
	839/P	00	20	79
	839/P	00	25	84
	841/P	00	00	04
	841/P	00	00	39
	841/P	00	00	76
	843/P	00	25	16
	842/P	00	01	30
	860/P	00	00	30
	860/P	00	13	52
	859/P	00	06	90
	861/P	00	25	20
	863	00	23	22
	866/P	00	04	76
	866/P	00	10	76
	867/1P	00	07	15
	867/1P	00	05	40
	868/2	00	06	25
	868/1P	00	08	36
	867/2	00	03	35
	872/2	00	11	32
	872/3	00	02	76
	873/1	00	06	73
	873/3	00	01	55
	873/2	00	01	09

1	2	3	4	5
9) BANDHINI (Contd....)	874/2	00	06	96
	874/1P	00	04	52
	874/1P	00	02	34
	875	00	09	39
	876	00	11	68
	877/1	00	00	01
10) MAHELAV	1538	00	08	11
	1539	00	25	44
	1537	00	00	38
	1540	00	15	44
	1541	00	03	79
	1542	00	02	43
	1543	00	13	66
	1544	00	05	91
	1552	00	01	56
	1553	00	16	18
	1433	00	35	69
	1434	00	04	02
	1432	00	20	22
	1400	00	30	93
	1402	00	05	57
	1401	00	07	35
	1403	00	03	47
	1407	00	17	87
	1406	00	02	97
	1408	00	15	63
	1387	00	25	10
	1386	00	14	24
	1385	00	22	24
	1699	00	07	80
	1700	00	18	19
	1706/1	00	00	01
	1706/2	00	04	08
	1695	00	00	06
	1694	00	00	61
	1693/1	00	15	78
	1743	00	08	41
	1740	00	04	71
	1742	00	12	90
	1741	00	01	07
	1754	00	12	53
	1753	00	12	79

1	2	3	4	5
10) MAHELAV (Contd....)	1752	00	09	43
	1770	00	03	40
	1771	00	13	65
	1769	00	01	69
	1766	00	00	93
	1765	00	21	55
	1773/P	00	21	91
	2434	00	16	26
	2438	00	11	12
	2433	00	00	21
	2443	00	03	76
	2442	00	09	68
	2444	00	18	24
	2454	00	00	13
	2455	00	21	59
	2453	00	41	71
	2470/2	00	00	95
	2468/1	00	00	55
	2470/1	00	03	91
	2468/2	00	23	41
	2467/1	00	01	90
	2592	00	04	42
	2591	00	13	88
	2602	00	06	36
	2603	00	11	85
	2605	00	19	68
	2606	00	16	67
	2607	00	11	26
	2789	00	19	95
	2788	00	23	77
	2787	00	06	14
	2786	00	18	67
	2785	00	00	41
	2778	00	27	93
	2694	00	00	98
	2777	00	03	32
	2695	00	13	28
	2759	00	00	33
	2745	00	10	66
	2746	00	11	01
	2747	00	40	98
	2750	00	11	04

1	2	3	4	5
10) MAHELAV (Contd....)	2751	00	14	48
	2753	00	04	62
	2752	00	05	02
	2988	00	11	90
	2987	00	09	99
	2986	00	29	32
	2990	00	04	27
	2992/1	00	26	47
	2991	00	05	65
	2993/1	00	12	89
	2993/2	00	05	58
	2992/2	00	00	13
	2994	00	00	24
11) CHANGA	1336/P	00	00	86
	1336/P	00	09	44
	1335	00	14	54
	1334	00	17	46
	1324/1/P	00	04	33
	1333	00	15	55
	1332	00	26	11
	1325	00	17	06
	1326	00	10	73
	1321	00	13	68
	1322/1	00	04	69
	1320	00	35	63
	1319/3	00	10	36
	1319/P/2	00	01	99
	1467/1	00	00	02
	1467/2	00	02	83
	1469/3	00	10	27
	1469/2	00	04	29
	1470	00	12	62
	1477/P	00	22	03
	1495/3	00	03	88
	1495/2	00	04	15
	1495/1	00	07	36
	1497/2	00	02	94
	1498/1	00	10	35
	1499/2	00	07	08
	1498/2	00	00	08
	1499/1	00	05	85
	1500/P	00	11	04

1	2	3	4	5
11) CHANGA (Contd....)	1500/P	00	02	15
	1489/2	00	00	14
	1489/1	00	02	22
	1488/2	00	04	84
	1488/1	00	06	37
	1535/P	00	10	63
	1535/P	00	04	54
	1535/P	00	06	17
	1536	00	14	48
	1537/1	00	02	41
	1741	00	03	57
	1740/P	00	06	63
	1740/P	00	05	48
	1740/P	00	06	04
	1733/P	00	07	90
	1734	00	19	28
	1729	00	11	27
	1735	00	00	44
	1727	00	00	83
	1728	00	13	13
	1726	00	00	10
	1705	00	12	90
	1706	00	07	82
	1711	00	24	48
	1712	00	02	39
	1710	00	23	93
	1719/1	00	02	34
	1716/P	00	11	97
	1718/P	00	03	12
	1717	00	50	44
	1869	00	00	03
	1866	00	01	46
	1868	00	22	75
	1961	00	01	89
	1962	00	15	93
	1963/P	00	02	05
	1963/P	00	01	11
	1964	00	16	01
	1976/1P	00	04	39
	1976/1	00	06	16
	1976/2	00	07	78
	1978	00	07	71

1	2	3	4	5
11) CHANGA (Contd....)	1980/P	00	10	69
	1980/P	00	03	80
	1980/P	00	29	71
	1993	00	00	05
	1992	00	46	34
	1991	00	05	14
12) DEMOL	826	00	03	22
	827/P	00	38	57
	829/P	00	05	09
	829/P	00	10	40
	827	00	17	66
	840	00	31	41
	844	00	29	02
	863	00	16	64
	862	00	04	99
	860	00	17	07
	858	00	01	95
	865	00	34	56

Mandal/Thehsil/Taluk : SOJITRA	District : ANAND	State : GUJARAT		
1) PETLI	650	00	28	54
	648/2	00	00	94
	647	00	33	76
	637	00	00	12
	646/P	00	04	54
	638	00	09	50
	642	00	26	17
	643/1	00	05	18
	643/2	00	09	96
	624/1	00	01	85
	624/2	00	02	83
	624/3	00	03	72
	624/4	00	06	16
	625	00	04	58
	623	00	05	21
	626	00	00	49
	613	00	09	66
	614	00	12	00
	611	00	21	21
	585	00	03	48
	610	00	01	12
	586	00	10	22
	587	00	00	91

1	2	3	4	5
1) PETU (Contd....)	588	00	00	57
	589	00	26	17
	592	00	09	95
	594/1/A	00	10	87
	593	00	02	18
	563	00	05	40
	562/1	00	01	37
	562/2	00	20	46
	561	00	04	69
	560	00	19	33
	559/2	00	00	15
	392	00	09	08
	393/1	00	07	98
	393/2	00	03	60
	393/P	00	00	42
	396/1	00	00	04
	394/3	00	04	83
	394/2/B	00	02	33
	396/2	00	09	05
	395	00	00	01
	396/3	00	12	98
	403	00	00	44
	397	00	02	11
	400	00	24	06
	401/1/A	00	18	59
	401/1/B	00	04	03
	415/2	00	07	04
	343/1	00	52	00
	343/1/P	00	13	07
	345/1	00	17	69
	345/3	00	01	89
	345/5	00	05	23
	345/6	00	12	94
	321	00	10	83
	322	00	05	65
	320	00	00	38
	323	00	19	81
	324	00	22	18
	317	00	03	17
	316	00	16	87
	315/1	00	12	33
	314	00	04	48

1	2	3	4	5
2) DEVAVANTA	248/P	00	06	17
	249/P	00	27	06
	249/P/1	00	14	09
	251	00	14	65
	250/P	00	14	60
	250/P	00	14	97
	128/2	00	01	04
	128/1	00	05	96
	128/.	00	07	15
	130/2	00	01	37
	130/1	00	06	00
	130/2	00	05	60
	131/2	00	01	38
	137/3	00	01	80
	137/4	00	05	54
	137/5	00	10	24
	137/7	00	04	92
	216/6	00	00	85
	216/3	00	12	18
	216/4	00	01	61
	216/5	00	19	25
	218/P	00	00	47
	218/P	00	08	82
	215/1	00	10	96
	215/2	00	21	28
	222	00	03	06
	223/2	00	03	44
	223/1	00	16	94
	224/P	00	16	52
	224/P	00	01	40
	227/1/11	00	10	19
	227/1/2	00	07	79
	228	00	00	43
	229/1/2	00	17	84
	229/1/4	00	10	50
	229/1/1	00	07	28
	229/1/5	00	08	35
	452	00	30	62
	232/P	00	18	63
	232/P	00	04	50
	231P/1/1	00	01	87
	231P/1/2	00	05	48

1	2	3	4	5
2) DEVAVANTA (Contd....)	231/2/1	00	25	22
	231/2/2	00	12	04
3) RUN	42/1/7	00	06	88
	42/1/6	00	08	76
	42/1/5	00	05	63
	42/1/4	00	06	02
	42/1/3	00	02	98
	42/1/2	00	06	36
	42/1/1	00	05	36
	42/1	00	04	89
	45	00	07	81
	41	00	00	01
	46/P	00	14	27
	46/P	00	08	72
	24	00	00	90
	47/P	00	11	83
	109	00	59	61
	92	00	00	49
	108	00	22	04
	110	00	01	19
	107/P	00	27	39
	107/P	00	02	22
	106/1	00	00	18
	105	00	05	18
	105/1	00	03	27
	105/2	00	03	92
	105/3	00	03	75
	105/4	00	04	40
	105/5	00	02	37
	105/6	00	01	78
	104/P	00	00	69
	165/P	00	13	44
	165/P	00	11	80
	164/1P	00	18	08
	166	00	05	55
	185/1/2/P	00	14	52
	185/1/3/P	00	12	23
	177	00	00	92
	181	00	38	05
	182	00	02	19
	185/1/3/P	00	18	30

1	2	3	4	5
4) DEVATALPAD	1248/3	00	09	72
	1231/2	00	17	70
	1231/1	00	16	26
	1222	00	51	49
	1223	00	03	02
	1221	00	53	11
	1220	00	00	04

[F. No. L-14014/53/2004-G.P.]
S. B. MANDAL, Under Secy.

नई दिल्ली, 7 जून, 2005

का. आ /2066. —केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि मुन्द्रा (गुजरात) से दिल्ली तक पेट्रोलियम उत्पादों के परिवहन के लिए हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को ऐसी पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि ऐसी भूमि में जो इस से उपाबद्ध अनुसूची में वर्णित है, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है, उपयोग के अधिकार का अर्जन किया जाए ;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है ;

कोई क्यवित, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको इस अधिसूचना से युक्त भारत के राजपत्र की प्रतियाँ साधारण जनता को उपलब्ध करा दी जाती हैं, इककीस दिन के भीतर भूमि के नीचे पाइपलाइन बिछाए जाने के लिए उसमें उपयोग के अधिकार के अर्जन के सम्बन्ध में श्री शिवदत्त गौड़, सक्षम प्राधिकारी, मुन्द्रा-दिल्ली पेट्रोलियम उत्पाद पाइपलाइन, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड, डी-7 लालबहादुर नगर (पूर्व) क्लार्क्स आमेर होटल के सामने, जवाहरलाल नेहरू मार्ग, मालवीय नगर, जयपुर-302017(राजस्थान) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तहसील : बाली		जिला : पाली		राज्य : राष्ट्रसंघ		
क्रम सं.	गाँव का नाम	खसरा सं.		क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर	
1	2	3	4	5	6	
1.	आमलीया		9 10 25 34 36 37	0 0 0 0 0 0	02 13 01 00 00 00	09 95 09 67 82 97
2.	नावा		2185(स.भूमि) 2169 2424(स.मगरी) 2417(स.मगरी) 2477(वनविभाग)	0 0 0 0 0	01 01 01 01 01	47 12 80 56 55
3.	कागदङा		77 79	0 0	00 00	60 92
4.	भन्दर		4038 3439	0 0	02 04	09 97
5.	सेव्डला		661 695(स.भूमि) 557 562 471 438 401(स.भूमि) 491	0 0 0 0 0 0 0 0	00 01 00 09 02 01 04 00	98 95 85 11 22 20 08 68
6.	बेडा		3418 3433 3930/4814(स.भूमि) 3940(स.नाला)	0 0 0 0	00 00 02 02	61 68 30 70
7.	भाटुव्ह		2490 2354 2207 2203 2201 2143 2161 1411 1347 1210(पी.डब्ल्यू.डी.सङ्क.) 1143	0 0 0 0 0 0 0 0 0 0	17 01 00 00 02 01 00 01 00 00	06 35 44 92 47 34 60 10 51 66 67

तहसील : बाली		जिला : पाली		राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.		क्षेत्रफल	एयर	वर्ग मीटर
1	2	3	4	5	6	
7.	भाटुबद (जारी...)	1140	0	02	22	
		1139	0	00	60	
		1172	0	05	54	
8.	बीजापुर	178	0	02	12	
		180	0	00	71	
		187	0	00	67	
		277(स.भूमि)	0	01	11	
		278	0	00	52	
9.	पादरला	576	0	00	88	
		577	0	00	52	
		578	0	00	39	
		590	0	01	44	
		595	0	00	35	
10.	सेवाड़ी	240	0	00	78	
11.	पातावा	42/1	0	12	94	
		91	0	00	84	
		92	0	01	12	
		94	0	01	13	
		95	0	01	03	
		97	0	00	68	
12.	बारवा	549	0	02	00	
		577	0	09	43	
13.	लुणावा	291	0	01	90	
		261	0	01	10	
		244	0	03	98	
		371(पो.डल्क्यू.डो.सइक)	0	01	60	
		468	0	01	93	
		499	0	01	70	
		502	0	01	15	
14.	पुनाडिया	598	0	01	32	
15.	लालराई	542	0	00	93	
		71	0	00	87	
		147	0	01	12	
		152	0	01	11	
		155	0	01	44	
16.	इंगली	241	0	00	94	
		242	0	01	01	
		256	0	00	86	
		255	0	00	60	

तहसील : बाली		ज़िला : पाली	राज्य : राजस्थान		
क्रम सं.	गाँव का नाम	खसरा सं.	क्षेत्रफल	एयर	वर्ग मीटर
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
17.	मुंदारा	1248	0	01	97
		1307	0	02	71
		1306/1808	0	02	15
		1305	0	00	20
		1386	0	00	34

[फा. सं. आर-31015/45/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 7th June, 2005

S.O. 2066.—Whereas it appears to the Central Government that it is necessary in the public interest that for transportation of the petroleum products from Mundra (Gujarat) to Delhi, a pipeline should be laid by Hindustan Petroleum Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying such pipeline, it is necessary to acquire the right of user in land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed hereto;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule, may, within twenty one days from the date on which copies of the Gazette of India containing this notification are made available to the public, object in writing to the acquisition of the right of user therein for laying of the pipeline under the land to Shri Shivdutt Gaur, Competent Authority, Mundra-Delhi Petroleum Product Pipeline, Hindustan Petroleum Corporation Limited, D-7, Lal Bahadur Nagar (East), Opp. Clarks Amer Hotel, Jawaharlal Nehru Marg, Malviya Nagar, Jaipur – 302017 (Rajasthan)

SCHEDULE

Tehsil : BALI		District : PALI	State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area		
			Hectare	Are	Sq.mtr.
1	2	3	4	5	6
1.	AMLIA	9 10 25 34 36 37	0 0 0 0 0 0	02 13 01 00 00 00	09 95 09 67 82 97
2.	NANA	2185(G/L) 2169 2424(G/L Magri) 2417(G/L Magri) 2477(Forest Deptt.)	0 0 0 0 0	01 01 01 01 01	47 12 80 56 66
3.	KAGDARA	77 79	0 0	00 00	60 92
4.	BHANDAR	4038 4039	0 0	02 04	09 97
5.	SENDALA	661 695(G/L) 557 562 471 438 401(G/L) 491	0 0 0 0 0 0 0 0	00 01 00 09 02 01 04 00	98 95 85 11 22 20 08 68
6.	BERA	3418 3930/4814(G/L) 3940(G/L Nala)	0 0 0	00 02 02	61 30 70
7.	BHATUND	2490 2354 2207 2203 2201 2143 2161 1411 1347 1210(P.W.D Road) 1143	0 0 0 0 0 0 0 0 0 0	17 01 00 00 02 01 00 01 00 00	06 35 44 92 47 34 60 10 51 66 67

Tehsil : BALI		District : PALI		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
7.	BHATUND (Contd...)	1140	0	02	22	
		1139	0	00	60	
		1172	0	05	54	
8.	BEEJAPUR	178	0	02	12	
		180	0	00	71	
		187	0	00	67	
		277(G/L)	0	01	11	
		278	0	00	52	
9.	PADARLA	576	0	00	88	
		577	0	00	52	
		578	0	00	39	
		590	0	01	44	
		595	0	00	35	
10.	SEWARI	240	0	00	78	
11.	PATAWA	42/1	0	12	94	
		91	0	00	84	
		92	0	01	12	
		94	0	01	13	
		95	0	01	03	
		97	0	00	68	
12.	BARWA	549	0	02	00	
		577	0	09	43	
13.	LUNAWA	291	0	01	90	
		261	0	01	10	
		244	0	03	98	
		371(P.W.D Road)	0	01	60	
		468	0	01	93	
		499	0	01	70	
		502	0	01	15	
14.	PUNADIYA	598	0	01	32	
15.	LALRAI	542	0	00	93	
		71	0	00	87	
		147	0	01	12	
		152	0	01	11	
		155	0	01	44	
16.	DUNGALI	241	0	00	94	
		242	0	01	01	
		256	0	00	86	
		255	0	00	60	

Tehsil : BALI		District : PALI		State : RAJASTHAN		
Sr. No	Name of the Village	Khasara No.	Area			
			Hectare	Are	Sq.mtr.	
1	2	3	4	5	6	
17.	MUNDARA					
		1248	0	01	97	
		1307	0	02	71	
		1306/1808	0	02	15	
		1305	0	00	20	
		1386	0	00	34	

[No. R-31015/45/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, ११ जून, 2005

का. आ. 2067.—केन्द्रीय सरकार ने पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) (जिसे इसमें इसके पश्चात उक्त अधिनियम कहा गया है) की धारा 3 की उपधारा (1) के अधीन जारी की गई भारत सरकार के पेट्रोलियम और प्राकृतिक गैस मंत्रालय की अधिसूचना संख्या का . आ . 2673 तारीख 18 अक्टूबर 2004, जो भारत के राजपत्र तारीख 23 अक्टूबर, 2004 में प्रकाशित की गई थी, द्वारा उस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट भूमि में महाराष्ट्र राज्य में लोणी(पुणे) से पकनी(सोलापुर) तक हजारवाडी के रास्ते पेट्रोलियम उत्पादों के परिवहन के लिए विस्तार पाइपलाइन परियोजना के माध्यम से हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड द्वारा पाइपलाइन बिछाने के प्रयोजन के लिए उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा की थी ;

और उक्त राजपत्र अधिसूचना की प्रतियां जनता को तारीख 2 दिसंबर, 2004, को उपलब्ध करा दी गई थीं ;

और सक्षम प्राधिकारी ने, उक्त अधिनियम की धारा 6 की उपधारा (1) के अधीन केन्द्रीय सरकार को अपनी रिपोर्ट दे दी है ;

और केन्द्रीय सरकार ने, उक्त रिपोर्ट पर विचार करने के पश्चात, और यह समाधान हो जाने पर कि उक्त भूमि पाइपलाइन बिछाने के लिए अपेक्षित है, उसमें उपयोग के अधिकार का अर्जन करने का विनिश्चय किया है ;

अतः अब, केन्द्रीय सरकार, उक्त अधिनियम की धारा 6 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह घोषणा करती है कि इस अधिसूचना से संलग्न अनुसूची में विनिर्दिष्ट उक्त भूमि में पाइपलाइन बिछाने के लिए उपयोग के अधिकार का अर्जन किया जाता है ;

और केन्द्रीय सरकार उक्त अधिनियम की धारा 6 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, यह निदेश देती है कि उक्त भूमि में उपयोग का अधिकार इस घोषणा के प्रकाशन की तारीख से केन्द्रीय सरकार में निहित होने की बजाए, सभी विलंगमों से मुक्त, हिन्दुस्तान पेट्रोलियम कॉर्पोरेशन लिमिटेड में निहित होगा ;

अनुसूची

तालूका : कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल	
					ठेकटर	एथर
1	2	3	4	5	6	7
1	उपाले वांगी	121			00	41
		120			00	47
		सर्वे नंबर 120 और 119 के बीच का नाला			00	01
		119		1 अ + 2 अ	00	00
		सर्वे नंबर 119/1अ और 2 अ के बीच का			00	01
		नाला			2 क	80
		119			2 छ	50
		119			2 जा	90
		119			2 एच	07
		119			2 कं	00
		119			2 एल	30
		सर्वे नंबर 119 और 118 के बीच का			00	02
		रास्ता			18	58
		118			1	45
		118			2	21
		143			1	31
		143			2	00
		143		3/ब + 4/अ	00	09
		143			4 ब	07
		सर्वे नंबर 143 और 148 के बीच का नाला			00	02
		148			148	41
		147			147	39
		146			146	94
		145		3	146	87
		158			00	23
		156			00	19
		159			1	02
		सर्वे नंबर 159/2 में का अस्फालटेड रास्ता			00	00
		160			2	81
					00	50
					00	30
					00	79
					00	02
					3	98
					00	67
					कुल	22
					03	95

तालूका : कडेगांव		जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल	
					हेक्टर	एकड़
1	2	3	4	5	6	7
8						
2	उपांठे मायणी		160		00	42
			158		00	32
			157		00	14
			156		00	13
			146		00	34
			गट नंबर 146 और 200 के बीच का नाला } में नाला } गट नंबर 200 के बीच में नाला } बीच का रास्ता } गट नंबर 246 (अ) के		00	76
			199		00	00
			200		00	11
			203		00	08
			204		00	00
			247	अ	00	15
			246	अ	00	67
			269		00	72
			281		00	10
			279		00	10
			277		00	11
			278		00	18
				कुल	03	72
						14
3	तोडाली	224			00	05
		225			00	19
		226			00	00
		222			00	09
		220			00	04
		219			00	11
		217			00	09
		216			00	08
		215			00	17
		214			00	08
		213			00	10
		212			00	04
		211			00	06
		161			00	19
		261			00	00
		264			00	50

तालूकः कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-क्षण्ड सं.	क्षत्रफल	
					हेक्टर	एयर
1	2	3	4	5	6	7
3	तोंडोंडी (जिरंतर)		262		00	00
			263		00	00
			284		00	13
			285		00	05
			286		00	04
			287		00	05
			290		00	04
			291		00	20
			292		00	16
			297		00	00
			293		00	14
			295		00	19
			294		00	01
			गट नंबर 294 और 307 के बीच का अस्फालटेड रास्ता		00	03
					42	
			307		00	36
			277		00	12
			311		00	03
			310		00	20
			309		00	13
			314		00	02
			315		00	06
			29		00	05
			403		00	02
			404		00	08
			402		00	26
			408		00	02
			400		00	00
			399		00	01
			398		00	06
			397		00	04
			396		00	03
			395		00	04
			375		00	04
			380		00	10
						71

तालूका : कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-च्छण्ड सं.	कानूनी प्रभाव		
					फेकटर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
3	तोडोली (निरंतर)		393		00	01	31
			381		00	05	75
			382		00	05	38
			383		00	17	16
			379		00	10	76
			2002		00	01	61
			385		00	00	08
			589		00	00	73
			594		00	13	22
			595		00	21	03
			596		00	14	84
			597		00	26	45
			598		00	01	56
			603		00	14	79
			602		00	26	17
			698		00	13	84
			697		00	06	75
			गट नंबर 697 और 701 के बीच का शास्ता		00	03	55
			701		00	11	95
			692		00	04	83
			700		00	02	53
			691		00	32	35
			690		00	01	90
			689		00	09	49
			688		00	03	25
			687		00	00	07
				कुल	06	84	69
4	अमरापुर		895		00	24	97
			898		00	07	48
			899		00	05	03
			900		00	05	69
			901		00	05	65
			872		00	20	43
			856		00	01	92
			864		00	27	64
			863		00	01	74
			862		00	08	69

तालूका : कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल	
					हेक्टर	एकर
1	2	3	4	5	6	7
8						
4	अमरापुर (निरंतर)		860		00	04
			859		00	08
			858		00	06
			834		00	03
			823		00	03
			925		00	08
			830		00	04
			827		00	03
			826		00	08
			825		00	02
			824		00	06
			929		00	15
			933		00	07
			1739		00	06
			940		00	29
			945		00	11
			946		00	12
			957		00	06
			958		00	05
			959		00	05
			960		00	05
			961		00	02
			955		00	00
			963		00	03
			964		00	03
			962		00	00
			965		00	04
			967		00	01
			968		00	02
			969		00	02
			973		00	03
			974		00	00
			975		00	12
			980		00	09
			981		00	08
			983		00	04
			984		00	02
			985		00	04
						23

तालूका : कडेगाँव

जिला : सांगली

राज्य : महाराष्ट्र

क्रम सं.	आद का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	हात्रफल		
					ठेकट	एयरा	वर्ग मीटर
1	2	3	4	5	6	7	8
4	अमरापुर (बिरतर)		988		00	01	43
			989		00	03	84
			990		00	04	46
			991		00	01	99
			994		00	02	73
			995		00	01	28
			996		00	02	74
			1000		00	03	47
			1001		00	02	65
			1006		00	08	28
			1012		00	03	01
			1011		00	02	80
			1015		00	05	23
			1016		00	03	56
			1017		00	03	90
			1018		00	24	19
			1030		00	11	05
			1031		00	04	50
			1032		00	04	52
			1033		00	05	78
			1036		00	05	00
			1037		00	04	96
			1038		00	03	68
			1039		00	01	80
			1040		00	02	14
			1041		00	02	48
			1042		00	02	74
			1043		00	05	64
			1044		00	06	55
			1045		00	05	02
			1046		00	05	35
			1048		00	16	32
			1049		00	12	67
			1050		00	07	82
			1051		00	01	20
				कुल	05	25	60
5	येवलेवाडी		206		00	04	18
			205		00	29	25
			207		00	10	11
			208		00	03	69

तालूका : कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-जण्ड सं.	क्षेत्रफल		
					हेक्टर	एयर बर्ग मीटर	
1	2	3	4	5	6	7	
5	येवलेवाडी (निरंतर)		212		00	04	96
			211		00	08	46
			204		00	04	41
			210		00	05	13
			213		00	17	09
			219		00	04	93
			220		00	04	99
			218		00	05	81
			221		00	15	93
			225		00	05	32
			226		00	04	04
			230		00	15	54
			231		00	02	66
			234		00	02	97
			236		00	03	75
			237		00	16	72
			245		00	09	26
			248		00	05	30
			249		00	17	61
			गट नंबर 265/5 और 249 के बीच का राज्य } नार्ग 78 } 256	6	00	05	24
			256	5	00	04	69
			193		00	05	41
			192		00	02	93
			190		00	02	76
			188		00	03	30
			187		00	06	22
			186		00	11	05
			175		00	05	99
			174		00	04	89
			173		00	01	21
			गट नंबर 173, 172, 171 के बीच } का कलाल } 172		00	06	97
			171		00	05	30
			168		00	04	28
			167		00	01	50
			162		00	05	39

तालुका : कडेगाव

जिला : सांगली

राज्य : महाराष्ट्र

क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	हात्रफल		
					हेक्टर	एकर	वर्ग मीटर
1	2	3	4	5	6	7	8
5	येवलेवाडी (निरंतर)		159		00	02	95
			156		00	03	60
			155		00	13	42
			149		00	04	27
			148		00	03	47
			146		00	06	32
			134		00	10	87
			133		00	02	48
			132		00	08	22
			131		00	08	11
			130		00	08	76
			127		00	15	18
			126		00	01	71
			125		00	13	29
			122		00	05	36
			121		00	05	09
			120		00	05	41
			119		00	00	38
			गट नंबर 120 और शिवणी गाँव सीमा के बीच का रास्ता		00	03	63
6	हुणमंत वडिये		गट नंबर 182 और अमरापुर गाँव सीमा के बीच का रास्ता		कुल	04	08
			182		00	49	15
			गट नंबर 182 का गाडी रास्ता		00	06	11
			गट नंबर 181 का गाडी रास्ता		00	01	71
			181		00	14	94
			180		00	30	27
			179		00	28	55
			175		00	32	60
7	शिवणी		209		कुल	01	65
			211		00	26	58

तालूकः कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र			
क्रम सं.	आद का बाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					ठेकटर	एयरा	वर्ग मीटर
1	2	3	4	5	6	7	8
7	शेखणी (बिरंतर)		210		00	14	94
			गट नंबर 210 और 212 का गाडी रस्ता } 212		00	03	98
			214		00	07	19
			171		00	49	50
			247		00	02	69
			249		00	00	10
			248		00	16	92
			264		00	34	91
			263		00	02	55
			262		00	05	54
			गट नंबर 262 और गाँव सीमा के ढीच में येरला नदी } 1413		00	13	71
					कुल	02	03
8	वहिये शयलाग		गट नंबर 1413 और गाँव सीमा के ढीच में येरला नदी } 1413		00	14	01
			1413	3	00	00	10
			1413	4	00	01	79
			1413	16	00	07	75
			1413	5	00	06	35
			1413	6	00	02	42
			1413	7	00	00	85
			1413	15	00	00	10
			1413	17	00	02	90
			1413	18	00	03	12
			1413	19	00	05	00
			1413	20	00	04	00
			1413	21	00	00	30
			1383		00	11	41
			1384		00	00	03
			1382		00	09	14
			1381		00	02	26
			1380		00	01	31
			1379		00	02	63
			1378		00	03	87
			1377		00	04	22

तालूकः कडेझोप

जिला : सांबली

राज्य : मधाराष्ट्र

क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षत्रिपल		
					ठेकटर	एयर	वर्ग मीटर
1	2	3	4	5	6	7	8
8	वडिये रायबाबा (विरंतर)		1374		00	09	49
			1373		00	09	04
			1372		00	04	19
			1349		00	04	88
			1347		00	02	77
			1345		00	03	61
			1344		00	01	88
			1343		00	03	21
			1340		00	04	45
			1339		00	05	31
			1338		00	03	45
			1337	4	00	04	12
			1337	9	00	05	22
			1337	7	00	03	21
			1337	14	00	05	39
			1329		00	05	31
			1333		00	16	55
			1332		00	04	80
			1293		00	05	33
			1292		00	04	82
			1291		00	06	12
			1290		00	04	42
			1289		00	03	50
			1288		00	02	32
			1287		00	04	23
			1277		00	02	81
			1276		00	03	84
			1275		00	00	10
			1259		00	04	51
			1261		00	00	19
			1262		00	02	32
			1255		00	08	51
			1254		00	03	40
			1253		00	06	74
			1252		00	06	09
			1251		00	02	25
			1246		00	03	29
			1247		00	02	59
			1248		00	01	99
			1245		00	12	42

तालूका : कडेगाँव		जिला : सांगली		राज्य : महाराष्ट्र		
क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-चौण्ड सं.	कोत्रफल	
					हेक्टर	एकर
1	2	3	4	5	6	7
8	वडिये रायबाग (बिरंतर)		1244		00	02
			1243		00	02
			1239		00	02
			1238		00	02
			1237		00	00
			गट नंबर 1237 और } 1235 का गाडी रास्ता } 1116		00	04
			गट नंबर 1114 और } 1115 के बीच का } नाला } 1115 और 1116 के } बीच का नाला		00	01
			1114		00	04
			1112		00	06
			1111		00	06
			1102		00	31
			1118		00	57
			1065		00	15
			1063		00	47
			1062		00	12
			1120		00	12
			1121		00	08
				कुल	04	95
9	सोलापुर		258		00	50
			259		00	15
			370		00	16
			372		00	08
			404		00	10
			411		00	04
			413		00	14
			414		00	09
			415		00	10
			402		00	27
			389		00	00
			388		00	00
			384		00	00
			382		00	45
				कुल	04	95
						37

तालूका : कडेगाव

जिला : सांगली

राज्य : महाराष्ट्र

क्रम सं.	गाव का नाम	सर्वे नंबर	गट नंबर	उप-खण्ड सं.	क्षेत्रफल		
					हेक्टर	एकर	घर्ग मीटर
1	2	3	4	5	6	7	8
9	सेलकबाब (निरस्तह)		566	1	00	12	50
			566	2	00	06	50
			565		00	01	46
			567		00	23	25
			564		00	00	68
			गट नंबर 562/1 और } 564 के बीच का } अस्फालटेड रस्ता } <td></td> <td>00</td> <td>03</td> <td>67</td>		00	03	67
			563		00	00	97
			562	1	00	20	56
			562	5	00	02	07
			562	6	00	19	47
			562	9	00	00	04
			562	10	00	31	35
			562	3	00	19	78
				कुल	03	10	53

[फा. सं. आर-31015/29/2004-ओ.आर-II]

हरीश कुमार, अवर सचिव

New Delhi, the 9th June, 2005

S. O. 2067.—Whereas by notification of the Government of India in the Ministry of Petroleum and Natural Gas number S.O. 2673 dated the 18th October, 2004, issued under sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962) (hereinafter referred to as the said Act), published in the Gazette of India dated the 23rd October, 2004, the Central Government declared its intention to acquire the right of user in the land, specified in the Schedule appended to that notification for the purpose of laying pipeline for transportation of Petroleum Products through Mumbai-Pune Pipeline Extension Project from Loni (Pune) to Pakni (Solapur) (Via Hazarwadi) in the State of Maharashtra by Hindustan Petroleum Corporation Limited;

And whereas copies of the said Gazette notification were made available to the public on the 2nd December, 2004;

And whereas the competent authority has, under sub-section (1) of section 6 of the said Act, submitted report to the Central Government;

And whereas the Central Government, after considering the said report and on being satisfied that the said land is required for laying the pipeline, has decided to acquire the right of user therein;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 6 of the said Act, the Central Government hereby declares that the right of user in the said land specified in the Schedule is hereby acquired for laying the pipeline;

And further, in exercise of the powers conferred by sub-section (4) of section 6 of the said Act, the Central Government hereby directs that the right of user in the said land for laying the pipeline shall, instead of vesting in the Central Government, vest on the date of publication of this declaration, in Hindustan Petroleum Corporation Limited, free from all encumbrances.

SCHEDULE

Taluka : KADEGAON		Dist : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
1	UPALE VANGI	121			00	41	23
		120			00	47	20
	Nala in between Survey No 120 and 119				00	01	88
	119			1A+2A	00	00	10
	Nala in Survey No 119/1A & 2A				00	01	80
	119			2 C	00	10	80
	119			2 D	00	01	50
	119			2 G	00	09	90
	119			2 H	00	00	07
	119			2 K	00	09	00
	119			2 L	00	06	30
	Road in between Survey No 119 and 118				00	02	58
	118			1	00	45	26
	118			2	00	21	28
	143			1	00	31	06
	143			2	00	00	47
	143			3/B + 4/A	00	09	07
	143			4 B	00	07	34
	Nala in between Survey No 143 and 148				00	02	41
	148				00	06	39
	147				00	08	94
	146				00	23	87
	145			3	00	19	02
	158				00	21	81
	156			1	00	00	50
	159			2	00	30	79
	Asphalted Road in Survey No 159/2				00	02	98
	160			3	00	31	67
				Total	03	95	22

Taluka : KADEGAON

District : SANGLI

State : MAHARASHTRA

Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
2	UPALE MAYNI		160		00	42	15
			158		00	32	17
			157		00	14	43
			156		00	13	65
			148		00	34	67
			Nala in between Gat No 146 & 200 }		00	02	76
			199		00	00	20
			200		00	11	10
			Nala in Gat No 200		00	01	81
			203		00	08	70
			204		00	00	16
			247	A	00	15	90
			246	A	00	67	68
			Mud Road in Gat No. 246 A }		00	02	66
			269		00	72	67
			281		00	10	92
			279		00	10	22
			277		00	11	54
			278		00	18	75
			Total		03	72	14
3	TONDOLI		224		00	05	53
			225		00	19	22
			226		00	00	87
			222		00	09	98
			220		00	04	55
			219		00	11	46
			217		00	09	87
			216		00	08	22
			215		00	17	50
			214		00	08	66
			213		00	10	63
			212		00	04	56
			211		00	06	64
			161		00	19	41
			261		00	00	10
			264		00	05	50

Taluka : KADEGAON		Dist : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
1	2	3	4	5	Hectare	Are	Sq.mt.
3	TONDOLI (Contd.)		262		00	00	77
			263		00	00	75
			284		00	13	73
			285		00	05	27
			286		00	04	79
			287		00	05	23
			290		00	04	92
			291		00	20	79
			292		00	16	90
			297		00	00	34
			293		00	14	30
			295		00	19	85
			294		00	01	73
		Asphalted Road in between Gat No 294 & 307 } }			00	03	42
			307		00	36	73
			277		00	12	94
			311		00	03	18
			310		00	20	25
			309		00	13	41
			314		00	02	43
			315		00	06	71
			29		00	05	59
			403		00	02	51
			404		00	08	67
			402		00	26	82
			408		00	02	57
			400		00	00	72
			399		00	01	36
			398		00	06	78
			397		00	04	09
			396		00	03	37
			395		00	04	83
			375		00	04	48
			380		00	10	71

Taluka : KADEGAON

Dist : SANGLI

State : MAHARASHTRA

Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
3	TONDOLI (Contd.)		393		00	01	31
			381		00	05	75
			382		00	05	38
			383		00	17	16
			379		00	10	76
			2002		00	01	61
			385		00	00	08
			589		00	00	73
			594		00	13	22
			595		00	21	03
			596		00	14	84
			597		00	26	45
			598		00	01	56
			603		00	14	79
			602		00	26	17
			696		00	13	84
			697		00	06	75
			Metalled Road in between Gat No 697 & 701 } }		00	03	55
			701		00	11	95
			892		00	04	83
			700		00	02	53
			891		00	32	35
			690		00	01	90
			689		00	09	49
			688		00	03	25
			687		00	00	07
					Total	06	84 69
4	AMRAPUR		895		00	24	97
			898		00	07	48
			899		00	05	03
			900		00	05	69
			901		00	05	65
			872		00	20	43
			858		00	01	92
			864		00	27	64
			863		00	01	74
			862		00	08	69

Taluka : KADEGAON

Dist : SANGLI

State : MAHARASHTRA

Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
4	AMRAPUR (Contd.)		860		00	04	91
			859		00	08	02
			858		00	06	58
			834		00	03	71
			823		00	03	35
			925		00	08	47
			830		00	04	47
			827		00	03	48
			826		00	08	96
			825		00	02	10
			824		00	06	41
			929		00	15	43
			933		00	07	25
			1739		00	06	56
			940		00	29	88
			945		00	11	62
			946		00	12	18
			957		00	06	89
			958		00	05	15
			959		00	05	10
			960		00	05	86
			961		00	02	19
			955		00	00	79
			963		00	03	83
			964		00	03	65
			962		00	00	10
			965		00	04	19
			967		00	01	24
			968		00	02	15
			969		00	02	28
			973		00	03	17
			974		00	00	21
			975		00	12	23
			980		00	09	10
			981		00	08	76
			983		00	04	80
			984		00	02	28
			985		00	04	23

Taluka : KADEGAON

Dist : SANGLI

State : MAHARASHTRA

Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
4	AMRAPUR (Contd.)		988		00	01	43
			989		00	03	84
			990		00	04	46
			991		00	01	99
			994		00	02	73
			995		00	01	28
			996		00	02	74
			1000		00	03	47
			1001		00	02	65
			1006		00	08	28
			1012		00	03	01
			1011		00	02	80
			1015		00	05	23
			1016		00	03	56
			1017		00	03	90
			1018		00	24	19
			1030		00	11	05
			1031		00	04	50
			1032		00	04	52
			1033		00	05	78
			1036		00	05	00
			1037		00	04	96
			1038		00	03	68
			1039		00	01	80
			1040		00	02	14
			1041		00	02	48
			1042		00	02	74
			1043		00	05	64
			1044		00	06	55
			1045		00	05	02
			1046		00	05	35
			1048		00	16	32
			1049		00	12	67
			1050		00	07	82
			1051		00	01	20
				Total	05	25	60
5	YEVELEVADI		206		00	04	18
			205		00	29	25
			207		00	10	11
			208		00	03	69

Taluka : KADEGAON		Dist : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Acre	Sq.mt
1	2	3	4	5	6	7	8
5	YEVELLEVADI (Contd.)		212		00	04	98
			211		00	08	46
			204		00	04	41
			210		00	05	13
			213		00	17	09
			219		00	04	93
			220		00	04	99
			218		00	05	81
			221		00	15	93
			225		00	05	32
			226		00	04	04
			230		00	15	54
			231		00	02	66
			234		00	02	97
			236		00	03	75
			237		00	16	72
			245		00	09	26
			248		00	05	30
			249		00	17	61
			SH - 78 in between Gat No 256/5 & 249		00	07	11
			256	6	00	05	24
			256	5	00	04	69
			193		00	05	41
			192		00	02	93
			190		00	02	76
			188		00	03	30
			187		00	06	22
			186		00	11	05
			175		00	05	99
			174		00	04	89
			173		00	01	21
			Unlined Canal in Gat No 173, 172 & 171		00	06	97
			172		00	00	05
			171		00	05	30
			168		00	04	28
			167		00	01	50
			162		00	05	39

Taluka : KADEGAON		Dist : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
5	YEVELEVADI (Contd.)		159		00	02	95
			156		00	03	60
			155		00	13	42
			149		00	04	27
			148		00	03	47
			146		00	06	32
			134		00	10	87
			133		00	02	48
			132		00	08	22
			131		00	08	11
			130		00	08	76
			127		00	15	18
			126		00	01	71
			125		00	13	29
			122		00	05	36
			121		00	05	39
			120		00	05	41
			119		00	00	38
		Metalled Road in between Gat No 120 & V.B of Shivni			00	03	63
6	HANMANT VADIYE			Total	04	08	94
		Metalled Road in between V.B of Amarapur & Gat No 182			00	02	08
		182			00	49	15
		Cart Track in Gat No 182			00	06	11
		Cart Track in Gat No 181			00	01	71
		181			00	14	94
		180			00	30	27
		179			00	28	55
		175			00	32	60
7	SHIVNI			Total	01	65	41
		209			00	13	75
		211			00	26	58

Taluka : KADEGAON		Dist : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
7	SHIVNI (Contd.)		210		00	14	94
			Cart Track in Gat No 210 & 212 }		00	03	98
			212		00	10	69
			214		00	07	19
			171		00	49	50
			247		00	02	69
			249		00	00	10
			248		00	16	92
			264		00	34	91
			263		00	02	55
			262		00	05	54
			Yerla River between Gat No 262 & V.B }		00	13	71
				Total	02	03	05
8	VADIYE RAYBAGH		Yerla River between Gat No 1413 & V.B }		00	14	01
			1413	3	00	00	10
			1413	4	00	01	79
			1413	16	00	07	75
			1413	5	00	06	35
			1413	6	00	02	42
			1413	7	00	00	85
			1413	15	00	00	10
			1413	17	00	02	90
			1413	18	00	03	12
			1413	19	00	05	00
			1413	20	00	04	00
			1413	21	00	00	30
			1383		00	11	41
			1384		00	00	03
			1382		00	09	14
			1381		00	02	26
			1380		00	01	31
			1379		00	02	63
			1378		00	03	87
			1377		00	04	22

Taluka : KADEGAON

Dist : SANGLI

State : MAHARASHTRA

Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
8	VADIYE RAYBAGH (Contd.)		1374		00	09	49
			1373		00	09	04
			1372		00	04	19
			1349		00	04	88
			1347		00	02	77
			1345		00	03	61
			1344		00	01	88
			1343		00	03	21
			1340		00	04	45
			1339		00	05	31
			1338		00	03	45
			1337	4	00	04	12
			1337	9	00	05	22
			1337	7	00	03	21
			1337	14	00	05	39
			1329		00	05	31
			1333		00	16	55
			1332		00	04	80
			1293		00	05	33
			1292		00	04	82
			1291		00	06	12
			1290		00	04	42
			1289		00	03	50
			1288		00	02	32
			1287		00	04	23
			1277		00	02	81
			1276		00	03	84
			1275		00	00	10
			1259		00	04	51
			1261		00	00	19
			1262		00	02	32
			1255		00	08	51
			1254		00	03	40
			1253		00	06	74
			1252		00	06	09
			1251		00	02	25
			1246		00	03	29
			1247		00	02	59
			1248		00	01	99
			1245		00	12	42

Taluka : KADEGAON		Dist : SANGLI		State : MAHARASHTRA			
Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
1	2	3	4	5	6	7	8
8	VADIYE RAYBAGH (Contd.)		1244		00	02	63
			1243		00	02	36
			1239		00	02	24
			1238		00	02	66
			1237		00	00	21
			Cart Track between Gat No 1237 &				
			1235		00	04	99
			1116		00	01	11
			Nala in between Gat No 1114 &				
			1115		00	00	89
			1109		00	00	37
			1115		00	00	91
			Nala in between Gat No 1114, 1115 & 1116				
			1114		00	04	49
			1112		00	06	67
			1111		00	06	65
			1102		00	31	13
			1118		00	57	51
			1065		00	15	95
			1063		00	47	70
			1062		00	12	16
			1120		00	12	50
			1121		00	08	06
				Total	04	95	37
9	SHELEGBAV		258		00	50	19
			259		00	15	20
			370		00	16	50
			372		00	08	64
			404		00	10	08
			411		00	04	32
			413		00	14	76
			414		00	09	36
			415		00	10	08
			402		00	27	36
			389		00	00	41
			388		00	00	54
			384		00	00	34
			382		00	00	45

Taluka : KADEGAON

Dist : SANGLI

State : MAHARASHTRA

Sr. No.	Name of the Village	Survey No.	Gat No.	Sub-Division No.	Area		
					Hectare	Are	Sq.mt
1	2	3	4	5	6	7	8
9	SHELEGBAV (Contd.)						
			566	1	00	12	50
			566	2	00	06	50
			565		00	01	46
			567		00	23	25
			564		00	00	68
			Asphalted Road in Between Gat No 562/1 & 564		00	03	67
			563		00	00	97
			562	1	00	20	56
			562	5	00	02	07
			562	6	00	13	47
			562	9	00	00	04
			562	10	00	31	35
			562	3	00	19	78
			Total		03	10	63

[No. R-31015/29/2004-O.R.-II]
HARISH KUMAR, Under Secy.

नई दिल्ली, 7 जून, 2005

का. आ. 2068.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की धोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा(1) के अधिन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतिशां साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री पी. आर. अट्ट, सदाम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, रिफाइनरी ठाउनाशेप, पो.ओ. जवाहरनगर, वडोदरा-391320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : आमोद

जिला : भरुच

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं.—खण्ड सं.	उप—खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
23—वासना	83	-	00	15	37
	84	-	00	01	63
	82	-	00	07	92
	81	-	00	02	04
	80	-	00	09	26
	68	-	00	05	52
	67	-	00	00	80
	62	-	00	10	08
	61	P/2	00	05	62
	61	P/1	00	15	49
	57	-	00	10	46
	54	-	00	00	29
	55	-	00	15	57
Total			01	00	04
24—मजोला	41	-	00	18	19
	38	-	00	12	80
	371	P	00	33	76
	24	-	00	07	06
	23	-	00	07	17
	22	A	00	06	08
	22	B	00	11	17
	11	-	00	14	38
	12	-	00	04	40
	160	-	00	11	19
	159	-	00	45	50
	190	-	00	23	59
	191	-	00	36	92
	195	-	00	12	17
	192	1	00	32	34
	193	1	00	03	49
Total			02	80	21
25—कोबला	123	1	00	55	95
	127	-	00	42	17
	126	-	00	21	78
	148	-	00	18	98
	147	-	00	09	99
	146	-	00	01	88

1	2	3	4	5	6
25—कोकला (झारी..)	145	-	00	29	26
	144	-	00	03	20
	189	-	00	12	52
	190	-	00	16	59
	196	-	00	23	17
	192	-	00	16	80
	194	-	00	08	36
	193	1	00	15	21
	292	-	00	21	47
	293	-	00	03	90
	Total		03	01	23
26—वडेचा	321	-	00	19	01
	319	-	00	00	06
	320	-	00	16	57
	322	-	00	04	48
	323	-	00	00	07
	324	-	00	15	31
	330	-	00	00	38
	331	-	00	08	93
	332	-	00	06	19
	333	-	00	00	40
	Total		00	71	40
27—चकलाद	124	-	00	00	03
	123	-	00	14	94
	122	-	00	02	16
	119	-	00	11	73
	120	-	00	00	25
	118	-	00	13	91
	117	-	00	31	40
	112	-	00	06	42
	115	-	00	11	54
	113	-	00	07	89
	114	-	00	22	83
	85	-	00	13	25
	510	-	00	33	39
	505	-	00	04	65
	504	-	00	00	13
	503	-	00	07	02
	482	-	00	31	92
	476	-	00	04	22
	477	-	00	16	22
	475	-	00	18	29
	474	-	00	18	32
	431	-	00	00	69
	436	-	00	31	99

1	2	3	4	5	6
27-पंक्तिलाल(गोरी)	435		00	09	50
	434		00	21	68
	428		00	27	19
	415		00	31	54
	413		00	17	29
	Total		04	10	39
28-अडवाला	182	-	00	41	05
	119	-	00	05	73
	122	-	00	02	39
	123	-	00	08	19
	124	-	00	13	66
	125	-	00	21	76
	102	-	00	13	11
	99	-	00	16	81
	98	1	00	12	69
	98	2	00	13	60
	96	-	00	00	66
	93	-	00	13	01
	92	-	00	11	36
	91	-	00	05	40
	89	-	00	06	27
	88	-	00	12	35
	80	-	00	01	97
	Total		02	00	01
29-रोध	267	-	00	00	72
	271	-	00	26	46
	272	-	00	12	07
	273	-	00	15	80
	274	-	00	09	55
	275	-	00	09	89
	276	P1	00	13	74
	276	P2	00	13	77
	277	-	00	11	63
	278	-	00	27	60
	279	B	00	19	58
	280	-	00	46	37
	281	-	00	07	95
	Total		02	15	13
30-आमोद(1)	278	2	00	01	91
	278	3	00	23	80
	278	P4	00	00	06
	278	1	00	06	09
	279	2	00	07	66
	279	3	00	06	27

1	2	3	4	5	6
30—आमोद(1)(क्रमांक)	281	-	00	01	16
	280	-	00	16	95
	284	-	00	02	54
	Total		00	66	44
31—भीमपुरा	98	-	00	09	79
	97	-	00	14	41
	96	-	00	12	39
	95	-	00	11	75
	89	-	00	17	08
	76	-	00	13	54
	75	-	00	21	83
	74	-	00	14	92
	73	-	00	03	23
	59	-	00	02	22
	57	-	00	15	65
	58	-	00	12	97
	50	-	00	08	12
	49	b	00	13	75
	48	-	00	01	97
	46	-	00	13	27
	45	-	00	10	90
	44	-	00	03	22
	281	-	00	10	05
	282	-	00	20	86
	320	-	00	00	67
	319	-	00	06	25
	317	-	00	24	46
	316	-	00	10	12
	315	-	00	07	12
	314	-	00	09	29
	313	-	00	17	15
	332	-	00	02	00
	469	-	00	25	85
	467	-	00	07	08
	464	-	00	21	35
	465	-	00	10	03
	Total		03	73	29
32—आमोद(2)	9	2	00	16	26
	11	-	00	20	48
	10	1	00	21	82
	10	3	00	13	23
	383	3	00	16	17
	383	2	00	13	75
	383	1	00	16	32
	385	-	00	17	04

1	2	3	4	5	6
32- आमोद(2) (गार)	386	-	00	28	58
	391	-	00	03	33
	392	-	00	19	01
	435	-	00	21	19
	393	-	00	04	21
	434	-	00	21	99
	433	-	00	21	64
	432	-	00	01	02
	411	-	00	15	27
	413	-	00	27	97
	408	-	00	21	62
	407	-	00	40	84
	Total		03	61	75
33-आछोद(1)	1596		00	00	61
	1595		00	15	51
	1591		00	04	27
	1592		00	00	34
	1594		00	05	77
	1593		00	04	80
	1563		00	45	09
	1565		00	07	44
	1566		00	04	97
	1585		00	01	22
	1570		00	00	56
	1555		00	00	20
	1554		00	05	84
	1552		00	08	87
	1551		00	06	56
	1573		00	17	10
	1574		00	01	23
	1576		00	13	53
	1575		00	01	04
	1633		00	15	47
	1632		00	07	30
	1631		00	04	41
	1634		00	02	66
	1635		00	02	37
	1636		00	03	27
	1637		00	09	18
	1638		00	10	91
	1640		00	21	08
	1639		00	07	13
	1641		00	01	49
	1642		00	09	36
	1334		00	14	81
	1332		00	04	52
	1331		00	04	37
	1316		00	04	37
	1312		00	05	44
	1313		00	25	62

1	2	3	4	5	6
33—आछोद(1)(जारी)	1314		00	00	14
	1308		00	00	06
	1282		00	29	38
	1283		00	14	50
	1284		00	00	85
	1285		00	16	47
	1286		00	00	11
	1290		00	05	22
	1289		00	03	87
	Total		03	69	29
33—आछोद(2)	857		00	00	33
	854		00	26	51
	855		00	04	98
	849		00	08	76
	848		00	06	75
	847		00	03	33
	846		00	00	35
	837		00	21	25
	836		00	00	12
	823		00	04	64
	822		00	08	57
	806		00	10	54
	804		00	03	38
	803		00	02	00
	801		00	02	80
	795		00	03	19
	793		00	12	38
	790		00	00	09
	789		00	00	72
	788		00	00	89
	766		00	00	83
	787		00	03	32
	786		00	03	11
	785		00	02	35
	784		00	04	30
	782		00	06	63
	781		00	05	82
	780		00	05	00
	779		00	08	50
	778		00	09	30
	777		00	04	35
	776		00	05	07
	774		00	09	63
	773		00	06	15
	467		00	07	25
	466		00	10	82
	465		00	09	35

1	2	3	4	5	6
33—आछोद(2)(जारी)	463	-	00	22	89
	462	-	00	05	56
	486	-	00	00	23
	456	-	00	00	92
	461	-	00	03	13
	460	-	00	08	77
	459	-	00	03	58
	458	-	00	23	37
	408	-	00	04	99
	424	-	00	27	93
	425	-	00	12	41
	423	-	00	08	47
	355	-	00	22	92
	321	-	00	08	36
	358	-	00	03	09
	359	-	00	06	39
	316	-	00	07	40
	320	-	00	06	62
	317	-	00	15	28
	315	-	00	08	65
	314	-	00	12	94
	313	-	00	10	95
	Total		04	48	22
34—इंटोला	165	-	00	06	78
	166	-	00	14	05
	173	-	00	17	50
	177	A	00	00	22
	177	P/2	00	12	09
	178	-	00	07	53
	179	-	00	17	29
	191	-	00	08	94
	190	-	00	01	09
	189	-	00	20	63
	187	-	00	05	67
	207	-	00	02	12
	217	-	00	19	59
	216	-	00	12	12
	210	-	00	11	18
	213	-	00	03	47
	211	-	00	07	87
	212	-	00	12	53
	226	-	00	09	09
	227	-	00	00	22
	290	-	00	30	63
	269	-	00	22	54
	272	-	00	15	83
	270	-	00	00	03

1	2	3	4	5	6
34—इटोला (टिला...)	271	-	00	03	80
	264	-	00	12	22
	277	-	00	06	35
	260	-	00	17	15
	259	-	00	07	26
	403	-	00	08	66
	404	-	00	20	23
	408	-	00	35	99
	409	-	00	05	17
	410	-	00	28	39
	Total		04	04	21
35—चोजा टंकारीया(1)	201	1	00	00	94
	201	2	00	00	20
	200	1	00	20	26
	200	2	00	01	19
	157	-	00	00	75
	199	-	00	03	83
	159	-	00	08	44
	160	-	00	08	68
	162	-	00	11	90
	163	-	00	00	34
	164	-	00	08	54
	167	-	00	06	32
	165	-	00	06	55
	170	-	00	00	62
	150	-	00	08	91
	149	-	00	27	86
	148	-	00	00	79
	147	-	00	14	77
	146	-	00	10	87
	145	-	00	13	33
	144	-	00	00	15
	93	-	00	03	16
	105	-	00	11	96
	106	-	00	29	64
	107	-	00	00	47
	108	-	00	08	80
	110	-	00	08	03
	111	-	00	00	93
	112	-	00	05	46
	114	-	00	19	37
	113	-	00	12	23
	119	-	00	07	10
	49	-	00	00	76
	48	-	00	14	89
	47	-	00	00	11
	25	-	00	40	68

1	2	3	4	5	6
35- रोजा टंकारीया(1) (गढ़ी)	26	-	00	00	75
	21	-	00	43	63
	11	-	00	00	35
	12	-	00	10	65
	6	-	00	13	22
	7	-	00	09	53
	8	-	00	06	12
	Total		04	03	10
35-रोजा टंकारीया(2)	1317	-	00	25	67
	1316	-	00	02	58
	1312	-	00	18	57
	1311	-	00	14	24
	Total		00	61	06
35-रोजा टंकारीया(3)	1137	-	00	12	80
	1138	A	00	12	27
	1135	A	00	11	87
	1135	B/1	00	28	43
	1133	-	00	22	68
	1131	-	00	10	59
	1000	-	00	08	73
	1001	-	00	21	45
	997	-	00	25	78
	1002	-	00	29	56
	985	-	00	27	04
	984	-	00	06	57
	980	-	00	37	84
	981	-	00	05	37
	978	-	00	17	74
	977	-	00	37	03
	974	-	00	10	61
	973	-	00	11	34
	972	-	00	17	40
	964	-	00	10	94
	937	-	00	01	09
	938	-	00	13	49
	939	-	00	11	70
	941	-	00	12	58
	942	-	00	21	01
	Total		03	96	91

[फा. सं. आर-25011/3/2005-ओ.आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 7th June, 2005

S. O. 2068.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri P. R. Bhatt, Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Refinery Township, P.O. Jawaharnagar, Vadodara –391320 (Gujarat).

SCHEDULE

Taluka: Amod

Dist: Bharuch

State: Gujarat

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
23-VASNA	83	-	00	15	37
	84	-	00	01	63
	82	-	00	07	92
	81	-	00	02	04
	80	-	00	09	26
	68	-	00	05	52
	67	-	00	00	80
	62	-	00	10	08
	61	P/2	00	05	62
	61	P/1	00	15	49
	57	-	00	10	46
	54	-	00	00	29
	55	-	00	15	57
Total			01	00	04

1	2	3	4	5	6
24 - MANJOLA	41	-	00	18	19
	38	-	00	12	80
	371	P	00	33	76
	24	-	00	07	06
	23	-	00	07	17
	22	A	00	06	08
	22	B	00	11	17
	11	-	00	14	38
	12	-	00	04	40
	160	-	00	11	19
	159	-	00	45	50
	190	-	00	23	59
	191	-	00	36	92
	195	-	00	12	17
	192	1	00	32	34
	193	1	00	03	49
	Total		02	80	21
25 - KOBLA	123	1	00	55	95
	127	-	00	42	17
	126	-	00	21	78
	148	-	00	18	98
	147	-	00	09	99
	146	-	00	01	88
	145	-	00	29	26
	144	-	00	03	20
	189	-	00	12	52
	190	-	00	16	59
	196	-	00	23	17
	192	-	00	16	80
	194	-	00	08	36
	193	1	00	15	21
	292	-	00	21	47
	293	-	00	03	90
	Total		03	01	23
26 - VEDCHA	321		00	19	01
	319		00	00	06
	320		00	16	57
	322		00	04	48
	323		00	00	07
	324		00	15	31
	330		00	00	38
	331		00	08	93
	332		00	06	19
	333		00	00	40
	Total		00	71	40

1	2	3	4	5	6
27 - CHAKLAD	124		00	00	03
	123		00	14	94
	122		00	02	16
	119		00	11	73
	120		00	00	25
	118		00	13	91
	117		00	31	40
	112		00	06	42
	115		00	11	54
	113		00	07	89
	114		00	22	83
	85		00	13	25
	510		00	33	39
	505		00	04	65
	504		00	00	13
	503		00	07	02
	482		00	31	92
	476		00	04	22
	477		00	16	22
	475		00	18	29
	474		00	18	32
	431		00	00	69
	436		00	31	99
	435		00	09	50
	434		00	21	68
	428		00	27	19
	415		00	31	54
	413		00	17	29
	Total		04	10	39
28 - ADWALA	182		00	41	05
	119	-	00	05	73
	122	-	00	02	39
	123	-	00	08	19
	124	-	00	13	66
	125	-	00	21	76
	102	-	00	13	11
	99	-	00	16	81
	98	1	00	12	69
	98	2	00	13	60
	96	-	00	00	66
	93	-	00	13	01
	92	-	00	11	36
	91	-	00	05	40
	89	-	00	06	27
	88	-	00	12	35
	80	-	00	01	97
	Total		02	00	01

1	2	3	4	5	6
29 - RONDH	267	-	00	00	72
	271	-	00	26	46
	272	-	00	12	07
	273	-	00	15	80
	274	-	00	09	55
	275	-	00	09	89
	276	P1	00	13	74
	276	P2	00	13	77
	277	-	00	11	63
	278	-	00	27	60
	279	B	00	19	58
	280	-	00	46	37
	281	-	00	07	95
	Total		02	15	13
30 - AMOD (1)	278	2	00	01	91
	278	3	00	23	80
	278	P4	00	00	06
	278	1	00	06	09
	279	2	00	07	66
	279	3	00	06	27
	281	-	00	01	16
	280	-	00	16	95
	284	-	00	02	54
	Total		00	66	44
31 - BHIMPURA	98	-	00	09	79
	97	-	00	14	41
	96	-	00	12	39
	95	-	00	11	75
	89	-	00	17	08
	76	-	00	13	54
	75	-	00	21	83
	74	-	00	14	92
	73	-	00	03	23
	59	-	00	02	22
	57	-	00	15	65
	58	-	00	12	97
	50	-	00	08	12
	49	b	00	13	75
	48	-	00	01	97
	46	-	00	13	27
	45	-	00	10	90
	44	-	00	03	22
	281	-	00	10	05
	282	-	00	20	86
	320	-	00	00	67

	2	3	4	5	6
31 - AMPURA (contd..)	319	-	00	06	25
	317	-	00	24	46
	316	-	00	10	12
	315	-	00	07	12
	314	-	00	09	29
	313	-	00	17	15
	332	-	00	02	00
	469	-	00	25	85
	467	-	00	07	08
	464	-	00	21	35
	465	-	00	10	03
	Total		03	73	29
32 - AMOD (2)	9	2	00	16	26
	11	-	00	20	48
	10	1	00	21	82
	10	3	00	13	23
	383	3	00	16	17
	383	2	00	13	75
	383	1	00	16	32
	385	-	00	17	04
	386	-	00	28	58
	391	-	00	03	33
	392	-	00	19	01
	435	-	00	21	19
	393	-	00	04	21
	434	-	00	21	99
	433	-	00	21	64
	432	-	00	01	02
	411	-	00	15	27
	413	-	00	27	97
	408	-	00	21	62
	407	-	00	40	84
	Total		03	61	75
33 - ACHHOD (1)	1596		00	00	61
	1595		00	15	51
	1591		00	04	27
	1592		00	00	34
	1594		00	05	77
	1593		00	04	80
	1563		00	45	09
	1565		00	07	44
	1566		00	04	97
	1585		00	01	22
	1570		00	00	56
	1555		00	00	20

1	2	3	4	5	6
33-ACHHOD (1)(Contd.)	1554		00	05	84
	1552		00	08	87
	1551		00	06	56
	1573		00	17	10
	1574		00	01	23
	1576		00	13	53
	1575		00	01	04
	1633		00	15	47
	1632		00	07	30
	1631		00	04	41
	1634		00	02	66
	1635		00	02	37
	1636		00	03	27
	1637		00	09	18
	1638		00	10	91
	1640		00	21	08
	1639		00	07	13
	1641		00	01	49
	1642		00	09	36
	1334		00	14	81
	1332		00	04	52
	1331		00	04	37
	1316		00	04	37
	1312		00	05	44
	1313		00	25	62
	1314		00	00	14
	1303		00	00	06
	1282		00	29	38
	1283		00	14	50
	1284		00	00	85
	1285		00	16	47
	1286		00	00	11
	1290		00	05	22
	1289		00	03	87
	Total		03	69	29
33-ACHHOD - 2	857	-	00	00	33
	854	-	00	26	51
	855	-	00	04	98
	849	-	00	08	76
	848	-	00	06	75
	847	-	00	03	33
	846	-	00	00	35
	837	-	00	21	25
	836	-	00	00	12
	823	-	00	04	64

1	2	3	4	5	6
ACHHOD - 2	822	-	00	08	57
	806	-	00	10	54
	804	-	00	03	38
	803	-	00	02	00
	801	-	00	02	80
	795	-	00	03	19
	793	-	00	12	38
	790	-	00	00	09
	789	-	00	00	72
	788	-	00	00	89
	766	-	00	00	83
	787	-	00	03	32
	786	-	00	03	11
	785	-	00	02	35
	784	-	00	04	30
	782	-	00	06	63
	781	-	00	05	82
	780	-	00	05	00
	779	-	00	08	50
	778	-	00	09	30
	777	-	00	04	35
	776	-	00	05	07
	774	-	00	09	63
	773	-	00	06	15
	467	-	00	07	25
	466	-	00	10	82
	465	-	00	09	35
	463	-	00	22	89
	462	-	00	05	56
	486	-	00	00	23
	456	-	00	00	92
	461	-	00	03	13
	460	-	00	08	77
	459	-	00	03	58
	458	-	00	23	37
	408	-	00	04	99
	424	-	00	27	93
	425	-	00	12	41
	423	-	00	08	47
	355	-	00	22	92
	321	-	00	08	36
	358	-	00	03	09
	359	-	00	06	39
	316	-	00	07	40
	320	-	00	06	62
	317	-	00	15	28

1	2	3	4	5	6
ACHHOD -2	315	-	00	08	65
	314	-	00	12	94
	313	-	00	10	95
	Total		04	48	23
34. INTOLA	165	-	00	06	78
	166	-	00	14	05
	176	-	00	17	50
	177	A	00	00	22
	177	P/2	00	12	09
	178	-	00	07	53
	179	-	00	17	29
	191	-	00	08	94
	190	-	00	01	09
	189	-	00	20	63
	187	-	00	05	67
	207	-	00	02	12
	217	-	00	19	59
	216	-	00	12	12
	210	-	00	11	18
	213	-	00	03	47
	211	-	00	07	87
	212	-	00	12	53
	226	-	00	09	09
	227	-	00	00	22
	290	-	00	30	63
	269	-	00	22	54
	272	-	00	15	83
	270	-	00	00	03
	271	-	00	03	80
	264	-	00	12	22
	277	-	00	06	35
	260	-	00	17	15
	259	-	00	07	26
	403	-	00	08	66
	404	-	00	20	23
	408	-	00	35	99
	409	-	00	05	17
	410	-	00	28	39
	Total		04	04	21
35 - ROZA	201	1	00	00	94
TANKARIYA (1)	201	2	00	00	20
	200	1	00	20	26
	200	2	00	01	19
	157	-	00	00	75
	199	-	00	03	83

1	2	3	4	5	6
35- ROZA	159	-	00	08	44
TANKARIYA(1)	160	-	00	08	68
	162	-	00	11	90
	163	-	00	00	34
	164	-	00	08	54
	167	-	00	06	32
	165	-	00	06	55
	170	-	00	00	62
	150	-	00	08	91
	149	-	00	27	86
	148	-	00	00	79
	147	-	00	14	77
	146	-	00	10	87
	145	-	00	13	33
	144	-	00	00	15
	93	-	00	03	16
	105	-	00	11	96
	106	-	00	29	64
	107	-	00	00	47
	108	-	00	08	80
	110	-	00	08	03
	111	-	00	00	93
	112	-	00	05	46
	114	-	00	19	37
	113	-	00	12	23
	119	-	00	07	10
	49	-	00	00	76
	48	-	00	14	89
	47	-	00	00	11
	25	-	00	40	68
	26	-	00	00	75
	21	-	00	43	63
	11	-	00	00	35
	12	-	00	10	65
	6	-	00	13	22
	7	-	00	09	53
	8	-	00	06	12
Total			04	03	10
35 ROZA	1317	-	00	25	67
TANKARIYA - 2	1316	-	00	02	58
	1312	-	00	18	57
	1311	-	00	14	24
Total			06	61	06

1	2	3	4	5	6
35 ROZA	1137	-	00	12	80
TANKARIYA -3	1138	A	00	12	27
	1135	A	00	11	87
	1135	B/1	00	28	43
	1133	-	00	22	68
	1131	-	00	10	59
	1000	-	00	08	73
	1001	-	00	21	45
	997	-	00	25	78
	1002	-	00	09	56
	985	-	00	27	04
	984	-	00	06	57
	980	-	00	37	84
	981	-	00	05	37
	978	-	00	17	74
	977	-	00	37	03
	974	-	00	10	61
	973	-	00	11	34
	972	-	00	17	40
	964	-	00	10	94
	937	-	00	01	09
	938	-	00	13	49
	939	-	00	11	70
	941	-	00	12	58
	942	-	00	21	01
Total			03	96	91

[No. R-25011/3/2005-O.R.-]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 7 जून, 2005

का. आ. 2069.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की धोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की आरा 3 की उपधारा(1) के अधिन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री पी. आर. भट्ट, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, रिफाइनरी ठाउनशिप, पो.ओ. जवाहरनगर, वडोदरा-391320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : वागरा

जिला : भरुच

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं.—खण्ड सं.	उप—खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
36—बदलपुर	51	-	00	27	16
	50	-	00	00	28
	53	-	00	05	38
	49	-	00	31	69
	54	-	00	01	26
	48	-	00	45	78
	59	-	00	45	47
	61	-	00	19	53
	60	-	00	28	20
	63	-	00	16	80
	66	-	00	32	23
	65	-	00	10	99
	214	A	00	27	87
	185	A	00	06	72
	214	B	00	00	42
	214	A/2	00	06	60
	187	-	00	06	67
	190	-	00	21	09
	209	P	00	25	42
	209	P	00	11	82
	209	P	00	08	63
	209	P	00	12	97
	206	-	00	46	33
Total			04	39	31

1	2	3	4	5	6
37—पडलपुर	1293/23		00	09	38
	1294/24		00	51	38
	1295/25		00	19	39
	1299/29/B		00	19	53
	1318/48		00	32	66
	1315/45		00	06	06
	1314/B/44/A		00	12	46
	1314/A/44/B		00	16	71
	1323/53		00	16	31
	1313/43		00	22	20
	1312/42		00	09	56
	1325/55/B		00	20	19
	1327/B/57/B		00	20	85
	1327/A/57/A		00	25	71
	1326/56		00	02	73
	Total		02	85	12
38—केरावान(1)	300	-	00	00	27
	299	-	00	22	44
	298	-	00	00	15
	291	-	00	01	99
	292	-	00	42	58
	290	-	00	19	62
	288	-	00	00	64
	289	-	00	15	64
	312	-	00	23	36
	311	-	00	00	77
	313	-	00	09	26
	310	-	00	34	95
	415	-	00	05	67
	414	-	00	52	99
	425	-	00	02	42
	430	-	00	24	48
	412	-	00	18	11
	431	-	00	19	93
	411	-	00	00	64
	433	-	00	21	30
	435	-	00	14	56
	434	-	00	18	65
	394	-	00	22	05
	393	-	00	30	79
	388	-	00	18	85
	385	-	00	04	76
	387	-	00	05	86
	375	-	00	15	85

1	2	3	4	5	6
38—केशवान (1)	376	-	00	22	34
	373	-	00	06	92
	372	-	00	43	90
	Total		05	21	73
38—केशवान(2)	1043	A	00	13	97
	1021	-	00	04	75
	1020	-	00	42	96
	1023	-	00	09	01
	1026	-	00	07	02
	1025	-	00	13	35
	1024	-	00	08	51
	893	-	00	16	14
	892	-	00	09	61
	891	-	00	05	00
	890	-	00	00	63
	875	-	00	02	49
	877	-	00	08	64
	878	-	00	19	13
	879	-	00	07	19
	874	-	00	09	32
	880	-	00	00	75
	871	-	00	32	19
	870	-	00	02	38
	930	-	00	17	63
	931	-	00	18	61
	932	-	00	35	65
	947	-	00	63	57
	946	-	00	17	86
	945	-	00	10	98
	Total		03	77	99
39—ट्रंकाल	181		00	00	78
	186		00	29	20
	185		00	13	59
	188		00	31	75
	187		00	22	80
	Total		00	98	12
40—अमेल	264	-	00	00	90
	265	-	00	43	14
	270	-	00	07	80
	271	-	00	34	18
	268	P/2	00	10	62
	289	P	00	08	86
	288	-	00	04	63
	374	P	00	40	66

1	2	3	4	5	6
40-अंगूष्ठ (जारी...)	375	-	00	09	84
	376	-	00	44	21
	379	-	00	03	70
	378	-	00	10	20
	377	-	00	51	13
	28	-	00	06	18
	27	-	00	00	49
	46	-	00	25	31
	47	-	00	21	24
	49	-	00	00	70
	61	A	00	35	18
	69	-	00	28	20
	61	B	00	00	88
	70	-	00	21	56
	77	-	00	13	51
	76	-	00	09	26
	74	-	00	00	08
	79	A	00	01	95
	75	-	00	18	29
	Total		04	52	71
41-गोलादा	277	-	00	21	38
	274	-	00	06	60
	275	-	00	18	36
	269	B	00	08	65
	269	A	00	16	40
	267	-	00	00	12
	268	A	00	04	38
	268	B	00	16	74
	229	-	00	26	37
	228	-	00	33	78
	226	-	00	00	10
	215	-	00	38	42
	227	-	00	00	95
	208	P1	00	18	95
	206	-	00	00	02
	207	B	00	11	88
	207	A	00	03	35
	143	-	00	30	90
	144	-	00	13	92
	142	-	00	23	09
	139	-	00	29	43
	140	-	00	14	68
	Total		03	58	47

1	2	3	4	5	6
42—नरनावी	52	-	00	00	67
	49	-	00	33	47
	50	P2	00	21	30
	50	P1	00	11	26
	48	B	00	01	14
	74	-	00	17	01
	75	-	00	25	08
	76	-	00	17	57
	77	-	00	11	37
	78	-	00	00	12
	80	-	00	26	25
	102	P/2	00	16	24
	100	-	00	02	99
	99	-	00	06	46
	98	-	00	15	55
	95	-	00	17	02
	97	-	00	06	19
	96	-	00	20	44
	200	A	00	39	08
	201	P/2	00	13	94
	201	P/1	00	04	51
	204	-	00	35	15
	243	-	00	25	37
	242	-	00	09	08
	241	-	00	00	33
	240	-	00	22	55
	239	-	00	02	11
	238	-	00	29	08
	237	-	00	05	37
	208	-	00	32	14
	229	-	00	00	16
	228	-	00	18	92
	Total		04	87	93
43—पादरीयाजलालपुर	164	-	00	14	81
	165	A	00	06	69
	166	A	00	37	46
	166	B	00	03	94
	178	-	00	00	07
	169	-	00	00	29
	170	B	00	20	06
	168	-	00	06	52
	171	-	00	24	02
	175	-	00	04	43
	174	-	00	17	27
	172	-	00	00	61

1	2	3	4	5	6
43-पादरीयाजलालपुर (गार्फ.)	173	-	00	16	73
	10	-	00	25	24
	9	-	00	17	42
	8	-	00	14	32
	19	B	00	09	85
	Total		02	19	72
44-कटोदरा	790	-	00	09	47
	791	-	00	01	45
	789	-	00	06	50
	789	P	00	04	10
	681	-	00	08	27
	682	-	00	23	47
	684	B	00	11	62
	683	-	00	00	40
	684	A	00	32	98
	685	-	00	04	60
	673	P/2	00	19	24
	688	-	00	11	01
	671	-	00	10	23
	669	-	00	09	07
	668	-	00	05	60
	665	-	00	01	33
	664	-	00	05	87
	663	-	00	01	25
	662	-	00	16	67
	661	-	00	12	58
	656	-	00	31	35
	612	-	00	00	76
	613	-	00	10	29
	614	-	00	06	61
	615	-	00	00	16
	394	P/2	00	10	59
	608	-	00	12	10
	607	-	00	15	65
	582	-	00	13	00
	605	-	00	17	24
	604	-	00	05	00
	585	-	00	02	04
	599	-	00	05	03
	586	P/1	00	17	62
	586	P/2	00	01	17
	587	-	00	26	98
	588	-	00	01	42
	458	-	00	01	27
	457	-	00	17	30

1	2	3	4	5	6
44—कटोदरा(जारी)	459	-	00	14	04
	460	-	00	09	25
	455	-	00	00	48
	452	-	00	23	35
	437	-	00	19	05
	436	-	00	03	24
	405	-	00	12	69
	409	-	00	05	95
	408	-	00	27	32
	209	-	00	00	11
	207	-	00	09	42
	206	-	00	13	24
	205	-	00	13	99
	193	-	00	05	30
	Total		05	48	72
45—दहेज	1380	-	00	14	89
	1393	-	00	29	61
	1392	-	00	18	06
	1391	-	00	13	50
	1390	-	00	19	23
	1389	-	00	17	38
	1388	-	00	25	45
	1504	-	00	08	82
	1304	-	00	53	43
	1303	-	00	15	67
	1305	-	00	28	10
	1306	-	00	01	44
	1307	-	00	16	38
	1308	-	00	03	28
	1311	-	00	51	02
	1275	-	00	07	95
	1312	-	00	07	48
	1313	-	00	08	45
	1314	-	00	12	21
	1315	-	00	21	11
	1247	-	00	33	09
	1248	-	00	04	85
	1249	-	00	02	36
	1261	P	00	21	68
	1257	P	00	27	39
	1250	-	00	06	57
	1251	-	00	20	21
	945	-	00	00	63
	944	-	00	36	85
	943	-	00	32	96

1	2	3	4	5	6
45-कोल (गाँव)	1504	-	02	84	97
	1504	-	01	15	67
	1532	-	00	03	98
	1530	-	00	03	52
	1529	-	00	02	43
	Total		09	70	61
46-लखीगाम	Birla Copper Land	-	01	09	65
	Road	-	00	08	11
	Power Corridor	-	00	06	30
	Power Corridor	-	00	03	60
	Pipeline Corridor	-	02	66	59
	Total		03	94	25

[फा. सं. आर-25011/2/2005-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 7th June, 2005

S. O. 2069.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri P. R. Bhatt, Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Refinery Township, P.O. Jawaharnagar, Vadodara –391320 (Gujarat).

SCHEDULE

Taluka: Vagra

Dist: Bharuch

State: Gujarat

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
36 - BADALPUR	51	-	00	27	16
	50	-	00	00	28
	53	-	00	05	38
	49	-	00	31	69
	54	-	00	01	26
	48	-	00	45	78
	59	-	00	45	47
	61	-	00	19	53
	60	-	00	28	20
	63	-	00	16	80
	66	-	00	32	23
	65	-	00	10	99
	214	A	00	27	87
	185	A	00	06	72
	214	B	00	00	42
	214	A/2	00	06	60
	187	-	00	06	67
	190	-	00	21	09
	209	P	00	25	42
	209	P	00	11	82
	209	P	00	08	63
	209	P	00	12	97
	206	-	00	46	33
Total			C4	39	31
37 - PADALPUR	1293	23	00	09	38
	1294	24	00	51	38
	1295	25	00	19	39
	1299	29/B	00	19	53
	1318	48	00	32	66
	1315	45	00	06	06
	1314/B	44/A	00	12	46
	1314/A	44/B	00	16	71
	1323	53	00	16	31
	1313	43	00	22	20
	1312	42	00	09	56
	1325	55/B	00	20	19
	1327/B	57/B	00	20	85
	1327/A	57/A	00	25	71
	1326	56	00	02	73
Total			02	85	12

1	2	3	4	5	6
38 - KESHWAN (1)	300	-	00	00	27
	299	-	00	22	44
	298	-	00	00	15
	291	-	00	01	99
	292	-	00	42	58
	290	-	00	19	62
	288	-	00	00	64
	289	-	00	15	64
	312	-	00	23	36
	311	-	00	00	77
	313	-	00	09	26
	310	-	00	34	95
	415	-	00	05	67
	414	-	00	52	99
	425	-	00	02	42
	430	-	00	24	48
	412	-	00	18	11
	431	-	00	19	93
	411	-	00	00	64
	433	-	00	21	30
	435	-	00	14	56
	434	-	00	18	65
	394	-	00	22	05
	393	-	00	30	79
	388	-	00	18	85
	385	-	00	04	76
	387	-	00	05	86
	375	-	00	15	85
	376	-	00	22	34
	373	-	00	06	92
	372	-	00	43	90
	Total		05	21	73
38 - KESHWAN (2)	1043	A	00	13	97
	1021	-	00	04	75
	1020	-	00	42	96
	1023	-	00	09	01
	1026	-	00	07	02
	1025	-	00	13	35
	1024	-	00	08	51
	893	-	00	16	14
	892	-	00	09	61
	891	-	00	05	60
	890	-	00	00	63
	875	-	00	02	49
	877	-	00	08	64

1	2	3	4	5	6
	878	-	00	19	13
	879	-	00	07	19
	874	-	00	09	32
	880	-	00	00	75
	871	-	00	32	19
	870	-	00	02	38
	930	-	00	17	68
	931	-	00	18	61
	932	-	00	35	65
	947	-	00	63	57
	946	-	00	17	86
	945	-	00	10	98
	Total		03	77	99
39 - TRANKAL	181	-	00	00	78
	186	-	00	29	20
	185	-	00	13	59
	188	-	00	31	75
	187	-	00	22	80
	Total		00	98	12
40 - AMBHEL	264	-	00	00	90
	265	-	00	43	14
	270	-	00	07	80
	271	-	00	34	18
	268	P/2	00	10	62
	289	P	00	08	86
	288	-	00	04	63
	374	P	00	40	36
	375	-	00	09	84
	376	-	00	44	21
	379	-	00	03	70
	378	-	00	10	20
	377	-	00	51	13
	28	-	00	06	18
	27	-	00	00	49
	46	-	00	25	31
	47	-	00	21	24
	49	-	00	00	70
	61	A	00	35	18
	69	-	00	28	20
	61	B	00	00	88
	70	-	00	21	56
	77	-	00	13	51
	76	-	00	09	26
	74	-	00	00	08
	79	A	00	01	95
	75	-	00	18	29
	Total		04	52	71

1	2	3	4	5	6
41 - GOLADRA	277	-	00	21	38
	274	-	00	06	60
	275	-	00	18	36
	269	B	00	08	65
	269	A	00	16	40
	267	-	00	00	12
	268	A	00	04	38
	268	B	00	16	74
	229	-	00	26	37
	228	-	00	33	78
	226	-	00	00	10
	215	-	00	38	42
	227	-	00	00	95
	208	P1	00	18	95
	206	-	00	00	02
	207	B	00	11	88
	207	A	00	03	35
	143	-	00	30	90
	144	-	00	13	92
	142	-	00	23	09
	139	-	00	29	43
	140	-	00	14	68
	Total		03	38	47
42 - NARNAVI	52	-	00	00	67
	49	-	00	33	47
	50	P2	00	21	30
		P1	00	11	26
	48	B	00	01	14
	74	-	00	17	01
	75	-	00	25	08
	76	-	00	17	57
	77	-	00	11	37
	78	-	00	00	12
	80	-	00	26	25
	102	P/2	00	16	24
	100	-	00	02	99
	99	-	00	06	46
	98	-	00	15	55
	95	-	00	17	02
	97	-	00	06	19
	96	-	00	20	44
	200	A	00	39	08
	201	P/2	00	13	94
	201	P/1	00	04	51
	204	-	00	35	15

1	2	3	4	5	6
42 - NARNAVI (contd.)	243	-	00	25	37
	242	-	00	09	08
	241	-	00	00	33
	240	-	00	22	55
	239	-	00	02	11
	238	-	00	29	08
	237	-	00	05	37
	208	-	00	32	14
	229	-	00	00	16
	228	-	00	18	92
	Total		04	87	93
43 - PADARIYA	164	-	00	14	81
JALALPUR	165	A	00	06	69
	166	A	00	37	46
	166	B	00	03	94
	178	-	00	00	07
	169	-	00	00	29
	170	B	00	20	06
	168	-	00	06	52
	171	-	00	24	02
	175	-	00	04	43
	174	-	00	17	27
	172	-	00	00	61
	173	-	00	16	73
	10	-	00	25	24
	9	-	00	17	42
	8	-	00	14	32
	19	B	00	09	85
	Total		02	19	72
44 - KATODARA	790	-	00	09	47
	791	-	00	01	45
	789	-	00	06	50
	789	P	00	04	10
	681	-	00	08	27
	682	-	00	23	47
	684	B	00	11	62
	683	-	00	00	40
	684	A	00	32	98
	685	-	00	04	60
	673	P/2	00	19	24
	688	-	00	11	01
	671	-	00	10	23
	669	-	00	09	07
	668	-	00	05	60
	665	-	00	01	33
	664	-	00	05	87

1	2	3	4	5	6
44-KATODARA(Contd.)	663	-	00	01	25
	662	-	00	16	67
	661	-	00	12	58
	656	-	00	31	35
	612	-	00	00	76
	613	-	00	10	29
	614	-	00	06	61
	615	-	00	00	16
	394	P/2	00	10	59
	608	-	00	12	10
	607	-	00	15	65
	582	-	00	13	00
	605	-	00	17	24
	604	-	00	05	00
	585	-	00	02	04
	599	-	00	05	03
	586	P/1	00	17	62
	586	P/2	00	01	17
	587	-	00	26	98
	588	-	00	01	42
	458	-	00	01	27
	457	-	00	17	30
	459	-	00	14	04
	460	-	00	09	25
	455	-	00	00	48
	452	-	00	23	35
	437	-	00	19	05
	436	-	00	03	24
	405	-	00	12	69
	409	-	00	05	95
	408	-	00	27	32
	209	-	00	00	11
	207	-	00	09	42
	206	-	00	13	24
	205	-	00	13	99
	193	-	00	05	30
	Total		05	48	72
45 - DAHEJ	1380	-	00	14	89
	1393	-	00	29	61
	1392	-	00	18	06
	1391	-	00	13	50
	1390	-	00	19	23
	1389	-	00	17	38
	1388	-	00	25	45
	1504	-	00	08	82
	1304	-	00	53	43
	1303	-	00	15	67

1	2	3	4	5	6
45 - DAHEJ (contd.)	1305	- 00	28	10	
	1306	- 00	01	44	
	1307	- 00	16	38	
	1308	- 00	03	28	
	1311	- 00	51	02	
	1275	- 00	07	95	
	1312	- 00	07	48	
	1313	- 00	08	45	
	1314	- 00	12	21	
	1315	- 00	21	11	
	1247	- 00	33	09	
	1248	- 00	04	85	
	1249	- 00	02	36	
	1261	P 00	21	68	
	1257	P 00	27	39	
	1250	- 00	06	57	
	1251	- 00	20	21	
	945	- 00	00	63	
	944	- 00	36	85	
	943	- 00	32	96	
	1504	- 02	84	97	
	1504	- 01	15	67	
	1532	- 00	03	98	
	1530	- 00	03	52	
	1529	- 00	02	43	
	Total	09	70	61	
46 - LAKHIGAM	Birla Copper Land	- 01	09	65	
	Road	- 00	08	11	
	Power Corridor	- 00	06	30	
	Power Corridor	- 00	03	60	
	Pipeline Corridor	- 02	66	59	
	Total	03	94	25	

[No. R-25011/2/2005-O.R.-I]

S. K. CHITKARA, Under Secy.

नई दिल्ली, 7 जून, 2005

का. आ. 2070.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि पर उपयोग के अधिकार का अर्जन करने के अपने आशय की धोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसंधी में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा(1) के अधिन भारत के राजघट्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इक्कीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री पी. आर. भट्ट, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मुकान नं: 3/122, रिफाइनरी ठाउनशिप, पो.ओ. जवाहरनगर, वडोदरा-391320 (गुजरात) को लिखित रूप में आक्षेत्र भेज सकेगा।

अनुसूची

तालुका : वडोदरा

जिला : वडोदरा

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं.-खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
1-कोयली	1017	4	00	20	05
	1017	2	00	07	85
	1022	-	00	06	67
	1019	1	00	08	19
	1019	2	00	05	63
	1020	-	00	00	09
	1018	-	00	00	88
	1013	2	00	11	18
	1013	1	00	01	80
	1014	-	00	16	40
	891	-	00	10	75
	909	-	00	08	93
	892	-	00	24	13
	889	-	00	16	35
	888	-	00	01	51
	848	-	00	12	14
	852	-	00	12	09
	853	-	00	02	12
	840	-	00	00	75
	584	-	00	01	26
	841	-	00	05	12
	585	-	00	13	65
	581	-	00	16	64
	573	-	00	14	17
	594	-	00	01	38

1	2	3	4	5	6
1- कीमली-(Gmel)	577	-	00	06	45
	579	-	00	15	08
	623	P	00	22	07
	624	3	00	12	16
	547	-	00	04	89
	530	1	00	13	77
	530	2	00	36	43
	536	-	00	17	64
	532	-	00	00	79
	535	-	00	05	14
Total			03	54	18
2- शेरखी	389 / 225	-	00	15	89
	389 / 222	-	00	10	03
	392 / 221	-	00	10	62
	393 / 227	2	00	09	11
	394 / 227	3	00	07	27
	395 / 219	-	00	06	47
	396 / 227	5	00	15	91
	399 / 230	1	00	16	02
	399 / 228	3	00	16	26
	399 / 229	-	00	06	85
	399 / 232	-	00	01	44
	439 / 233	1	00	08	45
	441 / 233	2	00	07	76
	442 / 235	1	00	09	80
	446 / 235	5	00	09	92
	445 / 234	-	00	27	57
	464 / 259	-	00	15	84
	458 / 260	-	00	16	39
	460 / 266	1	00	12	01
	459 / 266	2	00	10	74
	728 / 424	1	00	20	01
	731 / 426	1	00	11	23
	733 / 426	3	00	01	35
	732 / 426	2	00	09	35
	696 / 400	-	00	15	41
	697 / 401	2	00	10	80
	700 / 402	2	00	11	02
	701 / 403	1	00	12	35
	702 / 403	2	00	18	28
	703 / 404	-	00	00	52
	684 / 393	1	00	16	75
	683 / 393	2	00	00	88
	669 / 390	-	00	01	14
	669 / 391	-	00	15	19
	671 / 392	1	00	15	16
	672 / 392	2	00	10	47

1	2	3	4	5	6
2—शेरखी(जारी)	673 / 440	8	00	01	46
	674 / 377	2	00	18	76
	676 / 377	3	00	20	34
	801 / 451	1	00	03	69
	802 / 451	2	00	06	06
	803 / 451	3	00	05	20
	804 / 451	4	00	05	40
	805 / 452	2	00	09	69
	806 / 452	3	00	05	70
	807 / 452	1	00	04	57
	809 / 454	-	00	12	34
	808 / 453	-	00	02	59
	837 / 473	1	00	16	44
	838 / 473	2	00	12	04
	839 / 473	5a	00	07	07
	840 / 473	3+4	00	03	75
	841 / 473	5b	00	06	82
	842 / 474	1	00	09	52
	843 / 474	2	00	06	23
	844 / 476	3	00	11	91
	946 / 518	-	00	25	42
	955 / 528	1	00	18	74
	961 / 528	5	00	18	26
	962 / 530	1	00	07	03
	963 / 530	2	00	05	63
	968 / 530	3	00	07	38
	969 / 530	4	00	02	57
	968 / 529	-	00	17	96
Total		06	76	83	
3—सेवासी	794	00	06	84	
	793	00	08	38	
	792	00	08	37	
	791	00	11	45	
	795	00	00	01	
Total		00	35	05	
4—महापुरा	86	P/1P	00	15	06
	86	P/1P	00	15	77
	85	-	00	13	84
	84	-	00	11	92
	83	1(b)	00	01	14
	83	1(a)	00	14	16
	78	-	00	17	86
	77	-	00	12	94
	65	-	00	10	67
Total		01	13	36	

1	2	3	4	5	6
5—अंपाड	174	a	00	00	52
	206	-	00	11	76
	207	-	00	22	89
	209	-	00	02	18
	208	-	00	09	48
	213	-	00	16	72
	212	-	00	06	70
	216	-	00	10	11
	215	-	00	17	74
	218	-	00	01	45
	234	-	00	11	98
	235	-	00	15	70
	236	-	00	15	17
	238	-	00	19	24
	237	-	00	08	59
	265	-	00	00	05
	Total		01	70	28
6—भायली	1347		00	01	30
	1345		00	06	90
	1344		00	08	48
	Total		00	16	68
7—रायपुरा	405	-	00	08	22
	404	-	00	07	58
	406	-	00	07	59
	407	-	00	07	97
	403	-	00	03	17
	402	-	00	13	94
	413	-	00	10	59
	414	-	00	00	18
	415	-	00	11	84
	416	-	00	11	37
	417	1	00	04	82
	417	2	00	08	86
	418	-	00	02	75
	383	-	00	11	47
	376	-	00	00	76
	377	-	00	18	67
	374	a	00	00	88
	374	b	00	04	96
	373	2	00	05	92
	342	1	00	09	47
	341	-	00	03	27
	343	-	00	10	01
	344	-	00	03	28

1	2	3	4	5	6
7—रायपुरा(जारो)	345	2	00	09	38
	337	-	00	00	96
	336	1	00	02	05
	336	2	00	02	27
	336	4	00	09	68
	336	3	00	01	49
	328	-	00	12	65
	329	-	00	09	41
	323	-	00	03	36
	299	-	00	16	76
	317	-	00	01	62
	316	P/1	00	13	39
	311	-	00	02	18
	315	1	00	00	06
	313	-	00	09	57
	312	-	00	18	62
	246	P1	00	07	67
	246	P1/2	00	05	27
	246	P1/3	00	01	96
	244	-	00	00	19
	246	4/B/P2	00	00	02
	245	3/P/1	00	06	55
	245	1	00	03	01
	245	2	00	00	85
	238	-	00	20	10
	23	3	00	05	64
	23	2	00	10	47
	235	-	00	09	51
	234	-	00	00	68
	230	-	00	11	75
	229	-	00	12	12
	228	4	00	10	75
	228	3	00	00	88
	228	1	00	03	57
	228	2	00	03	34
	228	5	00	06	56
	205	-	00	07	73
	Total		04	09	56

[फा. सं. आर-25011/4/2005-ओ.आर-I]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 7th June, 2005

S. O. 2070.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited;

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri P. R. Bhatt, Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Refinery Township, P.O. Jawaharnagar, Vadodara –391320 (Gujarat).

SCHEDULE

Taluka: Vadodara

Dist: Vadodara

State: Gujarat

Name of Village	Survey/ Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
1 - KOYALI	1017	4	00	20	05
	1017	2	00	07	85
	1022	-	00	06	67
	1019	1	00	08	19
	1019	2	00	05	63
	1020	-	00	00	09
	1018	-	00	00	88
	1013	2	00	11	18
	1013	1	00	01	80
	1014	-	00	16	40
	891	-	00	10	75
	909	-	00	08	93
	892	-	00	24	13
	889	-	00	16	35
	888	-	00	01	51
	848	-	00	12	14

1	2	3	4	5	6
1- KOYALI	852	-	00	12	09
	853	-	00	02	12
	840	-	00	00	75
	584	-	00	01	26
	841	-	00	05	12
	585	-	00	13	66
	581	-	00	16	64
	573	-	00	14	17
	594	-	00	01	38
	577	-	00	06	45
	579	-	00	15	08
	623	P	00	22	07
	624	3	00	12	16
	547	-	00	04	89
	530	1	00	13	77
	530	2	00	36	43
	536	-	00	17	64
	532	-	00	00	79
	535	-	00	05	14
	Total		03	54	18
2 - SHERKHI	389 / 225	-	00	15	89
	389 / 222	-	00	10	03
	392 / 221	-	00	10	62
	393 / 227	2	00	09	11
	394 / 227	3	00	07	27
	395 / 219	-	00	06	47
	396 / 227	5	00	15	91
	399 / 230	1	00	16	02
	399 / 228	3	00	16	26
	399 / 229	-	00	06	85
	399 / 232	-	00	01	44
	439 / 233	1	00	08	45
	441 / 233	2	00	07	76
	442 / 235	1	00	09	80
	446 / 235	5	00	09	92
	445 / 234	-	00	27	57
	464 / 259	-	00	15	84
	458 / 260	-	00	16	39
	460 / 266	1	00	12	01
	459 / 266	2	00	10	74
	728 / 424	1	00	20	01
	731 / 426	1	00	11	23
	733 / 426	3	00	01	35
	732 / 426	2	00	09	35
	696 / 400	-	00	15	41
	697 / 401	2	00	10	80

1	2	3	4	5	6
2-SHERKHI (Contd.)	700 / 402	2	00	11	02
	701 / 403	1	00	12	35
	702 / 403	2	00	18	28
	703 / 404	-	00	00	52
	684 / 393	1	00	16	75
	683 / 393	2	00	00	88
	669 / 390	-	00	01	14
	669 / 391	-	00	15	19
	671 / 392	1	00	15	16
	672 / 392	2	00	10	47
	673 / 440	8	00	01	46
	674 / 377	2	00	18	76
	676 / 377	3	00	20	34
	801 / 451	1	00	03	69
	802 / 451	2	00	06	06
	803 / 451	3	00	05	20
	804 / 451	4	00	05	40
	805 / 452	2	00	09	69
	806 / 452	3	00	05	70
	807 / 452	1	00	04	57
	809 / 454	-	00	12	34
	808 / 453	-	00	02	59
	837 / 473	1	00	16	44
	838 / 473	2	00	12	04
	839 / 473	5a	00	07	07
	840 / 473	3+4	00	03	75
	841 / 473	5b	00	06	82
	842 / 474	1	00	09	52
	843 / 474	2	00	06	23
	844 / 476	3	00	11	91
	946 / 518	-	00	25	42
	955 / 528	1	00	18	74
	961 / 528	5	00	18	26
	962 / 530	1	00	07	03
	963 / 530	2	00	05	63
	968 / 530	3	00	07	38
	969 / 530	4	00	02	57
	968 / 529	-	00	17	96
	Total		06	76	83
3 - SEVASI	794		00	06	84
	793		00	08	38
	792		00	08	37
	791		00	11	45
	795		00	00	01
	Total		00	35	05

1	2	3	4	5	6
4 - MAHAPUR	86	P/1P	00	15	06
	86	P/1P	00	15	77
	85	-	00	13	84
	84	-	00	11	92
	83	1(b)	00	01	14
	83	1(a)	00	14	16
	78	-	00	17	86
	77	-	00	12	94
	65	-	00	10	67
	Total		01	13	36
5 - AMPAD	174	a	00	00	52
	206	-	00	11	76
	207	-	00	22	89
	209	-	00	02	18
	208	-	00	09	48
	213	-	00	16	72
	212	-	00	06	70
	216	-	00	10	11
	215	-	00	17	74
	218	-	00	01	45
	234	-	00	11	98
	235	-	00	15	70
	236	-	00	15	17
	238	-	00	19	24
	237	-	00	08	59
	265	-	00	00	05
	Total		01	70	28
6 - BHAILI	1347		00	01	30
	1345		00	06	90
	1344		00	08	48
	Total		00	16	68
7 - RAIPURA	405	-	00	08	22
	404	-	00	07	58
	406	-	00	07	50
	407	-	00	07	97
	403	-	00	03	17
	402	-	00	13	94
	413	-	00	10	59
	414	-	00	00	18
	415	-	00	11	84
	416	-	00	11	37
	417	1	00	04	82
	417	2	00	08	86
	418	-	00	02	75

[भाग II—खण्ड 3(ii)]

भारत का राजपत्र : जून 11, 2005/ज्येष्ठ 21, 1927

1	2	3	4	5	6
7- RAIPURA (Contd.)	383	-	00	11	47
	376	-	00	00	76
	377	-	00	18	67
	374	a	00	00	88
	374	b	00	04	96
	373	2	00	05	92
	342	1	00	09	47
	341	-	00	03	27
	343	-	00	10	01
	344	-	00	03	28
	345	2	00	09	38
	337	-	00	00	96
	336	1	00	02	05
	336	2	00	02	27
	336	4	00	09	68
	336	3	00	01	49
	328	-	00	12	65
	329	-	00	09	41
	323	-	00	03	36
	299	-	00	16	76
	317	-	00	01	62
	316	P/1	00	13	39
	311	-	00	02	18
	315	1	00	00	06
	313	-	00	09	57
	312	-	00	18	62
	246	P1	00	07	67
	246	P1/2	00	05	27
	246	P1/3	00	01	96
	244	-	00	00	19
	246	4/B/P2	00	00	02
	245	3/P/1	00	06	55
	245	1	00	03	01
	245	2	00	00	85
	238	-	00	20	10
	237	3	00	05	64
	237	2	00	10	47
	235	-	00	09	51
	234	-	00	00	68
	230	-	00	11	75
	229	-	00	12	12
	228	4	00	10	75
	228	3	00	00	38
	228	1	00	03	57

1	2	3	4	5	6
7-RAIPURA (contd.)	228	2	00	03	34
	228	5	00	06	56
	205	-	00	07	73
	Total		04	09	56

[No. R-25011/4/2005-O.R.-I]
S. K. CHITKARA, Under Secy.

नई दिल्ली, 7 जून, 2005

का. आ. 2071.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशय की घोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा(1) के अधिन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता को उपलब्ध करा दी जाती है, इककीस दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री पी. आर. भट्ट, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, रिफाइनरी ठाउनशिप, पो.ओ. जवाहरनगर, वडोदरा-391320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : पादरा

जिला : वडोदरा

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं.—खण्ड सं.	उप—खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
8-जासपुर	371	-	00	06	35
	385	-	00	16	97
	388	-	00	11	05
	387	-	00	13	35
	390	-	00	08	37
	391	-	00	09	54
	400	-	00	12	17
	404	-	00	10	53

1	2	3	4	5	6
8—जास्पुर (जारी)	405	-	00	14	82
	414	-	00	07	45
	409	P1	00	11	47
	410	-	00	11	28
	411	A/1/P1	00	11	78
	411	B/1/P1	00	09	08
	Total		01	54	21
9—पादरा(1)	1095		00	09	28
	1098		00	13	75
	1097	1	00	13	97
	1100		00	12	20
	Total		00	49	20
9—पादरा(2)	1064	P-1	00	09	00
	1064	P-2	00	08	79
	1063	-	00	20	53
	1062	-	00	07	83
	1061	-	00	04	56
	1060	-	00	00	32
	1059	1	00	00	73
	1059	-	00	00	10
	1058	-	00	01	41
	1053	-	00	02	83
	1052	-	00	09	44
	1050	1	00	06	85
	1049	P	00	11	51
	1048	1	00	25	07
	944	1	00	10	11
	945	-	00	26	73
	950	-	00	17	57
	952	-	00	17	82
	938	1	00	22	49
	937	-	00	00	50
	929	-	00	01	07
	930	1	00	06	30
	930	2	00	05	27
	833	2	00	00	36
	Total		02	22	18
9—पादरा(3)	832	-	00	23	40
	829	2	00	12	45
	827	P1	00	16	57
	827	P2	00	13	53
	771	-	00	06	50
	755	-	00	15	60
	762	-	00	13	54

1	2	3	4	5	6
9—पादरा(3)(गारी)	758	-	00	08	20
	761	1	00	03	65
	761	2	00	12	58
	760	-	00	17	58
	642	-	00	18	80
	645	-	00	26	43
	651	-	00	32	74
	Total		02	21	55
9—पादरा(4)	522	-	00	41	15
	516	-	00	13	92
	514	-	00	13	63
	512	2	00	00	22
	513	-	00	09	89
	469	1	00	06	01
	469	2	00	19	47
	470	-	00	18	13
	471	-	00	08	35
	472	-	00	09	02
	473	-	00	04	19
	461	1	00	03	65
	Total		01	47	63
10—ताजपुरा	36	-	00	00	85
	15	-	00	04	61
	14	-	00	06	22
	13	-	00	17	43
	11	-	00	04	04
	10	-	00	04	02
	9	-	00	04	87
	8	-	00	04	88
	7	-	00	07	18
	6	-	00	06	19
	5	A	00	19	06
	Total		00	79	35
11—लतीपुरा	516	-	00	11	56
	517	-	00	17	06
	498	-	00	20	06
	497	-	00	00	46
	496	-	00	16	60
	538	-	00	07	67
	537	-	00	00	98
	539	-	00	08	98
	536	-	00	05	06
	541	-	00	01	04
	542	-	00	12	02
	487	P1	00	24	28
	484	P1	00	09	81

1	2	3	4	5	6
11—लतोपुरा(जारा)	477	-	00	00	87
	480	-	00	14	20
	479	-	00	08	09
	478	-	00	06	85
	449	-	00	02	22
	396	P	00	09	18
	398	-	00	14	02
	399	P1	00	23	44
	400	-	00	04	94
	395	P/P1	00	05	17
	394	A	00	14	30
	393	A	00	05	53
	393	B	00	18	72
	392	-	00	08	66
	120	-	00	00	02
	121	-	00	21	10
	122	-	00	00	82
	373	-	00	09	59
	568	-	00	07	59
	371	-	00	10	98
	369	-	00	02	52
	370	-	00	00	85
	569	-	00	09	25
	368	-	00	05	97
	365	-	00	09	39
	345	-	00	10	60
	346	-	00	00	05
	361	-	00	23	92
	354	-	00	00	90
	357	-	00	01	99
	356	-	00	15	86
	355	-	00	02	67
	276	-	00	00	32
	280	-	00	17	29
	281	-	00	05	97
	279	-	00	01	22
	283	-	00	19	97
Total			04	50	58
12—पिपली	125	-	00	10	06
	126	-	00	13	84
	127	-	00	06	85
	128	-	00	07	50
	131	P1	00	04	28
	132	A/P1	00	00	05
	143	P1	00	00	33
	142	P1	00	21	19
	141	-	00	10	76
	146	P	00	14	34

1	2	3	4	5	6
12—पिपली(जारी)	145	-	00	08	66
	152	-	00	05	77
	153	-	00	09	53
	186	B/P1	00	02	25
	186	A	00	02	37
	184	A	00	18	62
	183	A/P1	00	08	59
	182	-	00	02	27
	179	-	00	05	18
	180	-	00	18	99
	232	-	00	18	81
	231	-	00	00	13
	240	-	00	39	48
	241	-	00	00	40
	278	-	00	04	19
	277	-	00	13	98
	282	-	00	02	92
	275	-	00	08	25
	274	-	00	09	76
	290	-	00	14	19
	289	-	00	10	72
	291	-	00	07	18
	293	-	00	07	02
	292	-	00	10	52
	296	-	00	02	51
	295	A	00	16	76
	317	-	00	09	86
	490	-	00	01	94
	318	-	00	12	14
Total			03	62	21
13—साधो	2211	-	00	07	02
	2216	-	00	17	35
	2219	-	00	20	87
	2228	-	00	00	67
	2223	-	00	06	46
	2227	-	00	02	09
	2224	-	00	12	85
	2225	-	00	04	27
	2142	-	00	13	21
	2093	-	00	00	30
	2141	-	00	00	60
	2094	-	00	16	01
	2089	-	00	01	16
	2088	-	00	10	20
	2114	-	00	01	61

1	2	3	4	5	6
13—साधी (जारी)	2083	-	00	10	83
	2085	-	00	07	13
	2084	-	00	05	29
	2048	-	00	09	21
	2049	-	00	01	73
	2050	-	00	03	71
	2046	-	00	00	49
	2051	-	00	22	51
	2054	-	00	07	66
	2475	-	00	13	09
	2063	-	00	00	07
	2062	-	00	07	01
	2057	-	00	10	49
	2058	-	00	03	36
	2059	-	00	01	77
	2038	-	00	12	95
	2036	-	00	00	64
	2035	-	00	13	88
	2030	-	00	00	47
	Total		02	47	00
14—आंती(1)	1369		00	25	40
	1371		00	01	06
	1373		00	16	98
	1367		00	00	92
	1388		00	05	95
	1399		00	10	68
	1390		00	14	52
	1391		00	03	34
	1248		00	00	52
	1247		00	07	00
	1246		00	07	41
	1245		00	07	65
	1244		00	07	46
	1242		00	11	03
	1243		00	09	35
	927		00	04	24
	928		00	09	76
	929		00	00	36
	931		00	12	07
	932		00	06	06
	936		00	10	32
	937		00	00	37
	935		00	10	90
	933		00	07	61
	934		00	02	22
	Total		01	93	18

1	2	3	4	5	6
14—आंती(2)	860	-	00	05	92
	859	-	00	24	30
	858	-	00	06	56
	846	-	00	17	74
	851	-	00	14	37
	850	-	00	08	46
	849	P1	00	15	83
	703	-	00	02	44
	709	-	00	02	57
	708	-	00	04	33
	707	-	00	04	67
	706	-	00	11	59
	705	-	00	12	81
	693	-	00	02	36
	692	-	00	30	53
	713	-	00	02	09
	691	-	00	00	04
	516	-	00	01	59
	517	-	00	23	92
	521	-	00	06	43
	608	-	00	03	20
	607	-	00	03	02
	606	-	00	12	12
	605	-	00	17	37
	597	-	00	27	16
	603	-	00	04	74
	599	-	00	03	58
	598	-	00	12	74
	595	-	00	16	88
	594	-	00	12	16
	584	-	00	11	93
	586	-	00	10	45
	585	-	00	09	84
	553	-	00	08	32
	554	-	00	02	43
	555	-	00	00	42
	578	-	00	08	21
14—आंती(2) (संशोधन)	560	-	00	02	49
	561	-	00	08	21
	562	-	00	17	12
	563	-	00	05	59
Total			03	96	53

1	2	3	4	5	6
15—भदारा	241	-	00	23	36
	240	-	00	00	53
	Total		00	23	89
16—अंबाडा(1)	328	-	00	07	35
	329	P1	00	25	89
	Total		00	33	25
16—अंबाडा(2)	330	-	00	02	00
	331	-	00	15	55
	383	-	00	23	48
	382	-	00	25	04
	388	-	00	33	40
	419	-	00	01	13
	418	-	00	07	68
	429	A	00	06	52
	430	-	00	06	52
	431	-	00	23	69
	444	A	00	11	09
	443	-	00	02	82
	455	-	00	15	74
	454	-	00	00	27
	456	-	00	20	44
	458	-	00	00	78
	459	-	00	04	32
	460	-	00	10	12
	461	-	00	07	34
	462	-	00	10	99
	475	-	00	10	88
	476	-	00	11	04
	517	-	00	15	89
	516	-	00	10	82
	515	-	00	14	54
	501	-	00	09	35
	Total		03	01	45
17—गयापुर	81	-	00	66	95
	82	-	00	02	33
	84	-	00	00	75
	83	-	00	18	42
	50	-	00	06	47
	49	-	00	24	43
	49	P	00	07	75
	47	-	00	00	98
	48	-	00	00	23
	36	-	00	29	68
	46	-	00	24	02
	Total		01	82	01

1	2	3	4	5	6
18—ठीकरीया	49	-	00	01	32
	48	-	00	04	85
	47	-	00	05	93
	46	-	00	10	05
	45	-	00	18	84
	44	-	00	05	17
	43	-	00	00	33
	Total		00	46	48
19—कांदा	350	-	00	08	74
	348	-	00	03	58
	358	-	00	14	37
	357	-	00	12	82
	355	-	00	10	63
	45	-	00	18	67
	Total		00	68	81
20—सोखडा राघु	50	-	00	00	75
	51	-	00	02	17
	52	-	00	03	31
	53	-	00	03	63
	55	-	00	04	34
	56	-	00	09	34
	57	-	00	00	85
	58	-	00	33	40
	78	-	00	03	47
	77	-	00	14	00
	84	-	00	08	50
	90	-	00	14	28
	89	-	00	05	06
	87	-	00	03	72
	88	-	00	18	42
	101	-	00	34	00
	102	-	00	03	38
	103	-	00	12	03
	114	-	00	00	60
	157	-	00	15	39
	118	-	00	00	67
	116	-	00	11	45
	121	-	00	03	30
	120	-	00	14	86
	125	-	00	12	43
	126	-	00	06	75
	148	-	00	13	25
	164	-	00	37	75
	165	-	00	14	46

गाँव का नाम	सर्वेक्षण सं.—खण्ड सं	उप—खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
20—सोखडा राघु(जारी)	252	-	00	17	05
	251	-	00	00	60
	250	-	00	09	50
	249	-	00	07	62
	248	-	00	04	41
	244	-	00	07	34
	267	-	00	05	71
	268	-	00	11	03
	273	A	00	10	91
	273	B	00	11	45
	271	-	00	07	29
	270	-	00	01	30
	272	-	00	01	20
	293	-	00	06	09
	292	B	00	17	98
	292	A	00	17	14
	291	-	00	01	49
	288	-	00	17	28
	287	-	00	00	09
Total			04	61	05

[फा. सं. आर-25011/4/2005-ओ.आर-1]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 7th June, 2005

S. O. 2071.—Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited:

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri P. R. Bhatt, Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Refinery Township, P.O. Jawaharnagar, Vadodara –391320 (Gujarat).

SCHEDULE

Taluka: Padra

Dist: Vadodara

State: Gujarat

Name of Village	Survey/ Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
8 - JASPUR	371	-	00	06	35
	385	-	00	16	97
	388	-	00	11	05
	387	-	00	13	35
	390	-	00	08	37
	391	-	00	09	54
	400	-	00	12	17
	404	-	00	10	53
	405	-	00	14	82
	414	-	00	07	45
	409	P1	00	11	47
	410	-	00	11	28
	411	A/1/P1	00	11	78
	411	B/1/P1	00	09	08
	Total		01	54	21
9 - PADRA (1)	1095		00	09	28
	1098		00	13	75
	1097	1	00	13	97
	1100		00	12	20
	Total		00	49	20
9 - PADRA (2)	1064	P-1	00	09	00
	1064	P-2	00	08	79
	1063	-	00	20	53
	1062	-	00	07	83
	1061	-	00	04	56
	1060	-	00	00	32
	1059	1	00	00	73
	1059	-	00	00	10
	1058	-	00	00	41
	1053	-	00	02	83
	1052	-	00	09	44
	1050	1	00	06	85
	1049	P	00	11	51
	1048	1	00	25	07
	944	1	00	10	11
	945	-	00	26	73
	950	-	00	17	57
	952	-	00	17	82

1	2	3	4	5	6
9-PADRA(2) contd.	938	1	00	22	49
	937	-	00	00	50
	929	-	00	01	07
	930	1	00	06	30
	930	2	00	05	27
	833	2	00	06	36
	Total		02	22	18
9 - PADRA (3)	832	-	00	23	40
	829	2	00	12	45
	827	P1	00	16	57
	827	P2	00	13	53
	771	-	00	06	50
	755	-	00	15	60
	762	-	00	13	54
	758	-	00	08	20
	761	1	00	03	65
	761	2	00	12	58
	760	-	00	17	58
	642	-	00	18	80
	645	-	00	26	43
	651	-	00	32	74
	Total		02	21	55
9 - PADRA (4)	522	-	00	41	15
	516	-	00	13	92
	514	-	00	13	63
	512	2	00	00	22
	513	-	00	09	89
	469	1	00	06	01
	469	2	00	19	47
	470	-	00	18	13
	471	-	00	08	35
	472	-	00	09	02
	473	-	00	04	19
	461	1	00	03	65
	Total		01	47	63
10 - TAJPURA	36	-	00	00	85
	15	-	00	04	61
	14	-	00	06	22
	13	-	00	17	43
	11	-	00	04	04
	10	-	00	04	02
	9	-	00	04	87
	8	-	00	04	88
	7	-	00	07	18
	6	-	00	06	19
	5	A	00	19	06
	Total		00	79	35

1	2	3	4	5	6
11 - LATIPURA	516	-	00	11	56
	517	-	00	17	06
	498	-	00	20	06
	497	-	00	00	46
	496	-	00	16	60
	538	-	00	07	67
	537	-	00	00	98
	539	-	00	08	98
	536	-	00	05	06
	541	-	00	01	04
	542	-	00	12	02
	487	P1	00	24	28
	484	P1	00	09	81
	477	-	00	00	87
	480	-	00	14	20
	479	-	00	08	09
	478	-	00	06	85
	449	-	00	02	22
	396	P	00	09	18
	398	-	00	14	02
	399	P1	00	23	44
	400	-	00	04	94
	395	P/P1	00	05	17
	394	A	00	14	30
	393	A	00	05	53
	393	B	00	18	72
	392	-	00	08	66
	120	-	00	00	02
	121	-	00	21	10
	122	-	00	00	82
	373	-	00	09	59
	568	-	00	07	59
	371	-	00	10	98
	369	-	00	02	52
	370	-	00	00	85
	569	-	00	09	25
	368	-	00	05	97
	365	-	00	09	39
	345	-	00	10	60
	346	-	00	00	05
	361	-	00	23	92
	354	-	00	00	90
	357	-	00	01	99
	356	-	00	15	86
	355	-	00	02	67
	276	-	00	00	32

1	2	3	4	5	6
11-LATIPURA (Contd.)	280	-	00	17	29
	281	-	00	05	97
	279	-	00	01	22
	283	-	00	19	97
	Total		04	50	58
12 - PIPLI	125	-	00	10	06
	126	-	00	13	84
	127	-	00	06	85
	128	-	00	07	50
	131	P1	00	04	28
	132	A/P1	00	00	05
	143	P1	00	00	33
	142	P1	00	21	19
	141	-	00	10	76
	146	P	00	14	34
	145	-	00	08	66
	152	-	00	05	77
	153	-	00	09	53
	186	B/P1	00	02	25
	186	A	00	02	37
	184	A	00	18	62
	183	A/P1	00	08	59
	182	-	00	02	27
	179	-	00	05	18
	180	-	00	18	99
	232	-	00	18	81
	231	-	00	00	13
	240	-	00	39	48
	241	-	00	00	40
	278	-	00	04	19
	277	-	00	13	98
	282	-	00	02	92
	275	-	00	08	25
	274	-	00	09	76
	290	-	00	14	19
	289	-	00	10	72
	291	-	00	07	18
	293	-	00	07	02
	292	-	00	10	52
	296	-	00	02	51

1	2	3	4	5	6
12-PIPLI (Contd.)	295	A	00	16	76
	317	-	00	09	86
	490	-	00	01	94
	318	-	00	12	14
	Total		03	62	21
13 - SADHI	2211		00	07	02
	2216		00	17	35
	2219		00	20	87
	2228		00	00	67
	2223		00	06	46
	2227		00	02	09
	2224		00	12	85
	2225		00	04	27
	2142		00	13	21
	2093		00	00	30
	2141		00	00	60
	2094		00	16	01
	2089		00	01	16
	2088		00	10	20
	2114		00	01	61
	2083		00	10	83
	2085		00	07	13
	2084		00	05	29
	2048		00	09	21
	2049		00	01	73
	2050		00	03	71
	2046		00	00	49
	2051		00	22	51
	2054		00	07	66
	2475		00	13	09
	2063		00	00	07
	2062		00	07	01
	2057		00	10	49
	2058		00	03	36
	2059		00	01	77
	2038		00	12	95
	2036		00	00	64
	2035		00	13	88
	2030		00	00	47
	Total		02	47	00

1	2	3	4	5	6
14 - AANTI (1)	1369		00	25	40
	1371		00	01	06
	1373		00	16	98
	1387		00	00	92
	1388		00	05	95
	1389		00	10	68
	1390		00	14	52
	1391		00	03	34
	1248		00	00	52
	1247		00	07	00
	1246		00	07	41
	1245		00	07	65
	1244		00	07	46
	1242		00	11	03
	1243		00	09	35
	927		00	04	24
	928		00	09	76
	929		00	00	36
	931		00	12	07
	932		00	06	06
	936		00	10	32
	937		00	00	37
	935		00	10	90
	933		00	07	61
	934		00	02	22
Total			01	93	18
14 - AANTI (2)	860	-	00	05	92
	859	-	00	24	30
	858	-	00	06	56
	846	-	00	17	74
	851	-	00	14	37
	850	-	00	08	46
	849	P1	00	15	83
	703	-	00	02	44
	709	-	00	02	57
	708	-	00	04	33
	707	-	00	04	67
	706	-	00	11	59
	705	-	00	12	81
	693	-	00	02	36
	692	-	00	30	53
	713	-	00	02	09
	691	-	00	00	04
	516	-	00	01	59
	517	-	00	23	92

1	2	3	4	5	6
14-AANTI(2) (Contd.)	521	-	00	06	43
	608	-	00	03	20
	607	-	00	03	02
	606	-	00	12	12
	605	-	00	17	37
	597	-	00	27	16
	603	-	00	04	74
	599	-	00	03	58
	598	-	00	12	74
	595	-	00	16	88
	594	-	00	12	16
	584	-	00	11	93
	586	-	00	10	45
	585	-	00	09	84
	553	-	00	08	32
	554	-	00	02	43
	555	-	00	00	42
	578	-	00	08	21
	560	-	00	02	49
	561	-	00	08	21
	562	-	00	17	12
	563	-	00	05	59
	Total		03	96	53
15 - BHADARA	241	-	00	23	36
	240	-	00	00	53
	Total		00	23	89
16 - AMBADA (1)	328	-	00	07	35
	329	P1	00	25	89
	Total		00	33	25
16 - AMBADA (2)	330	-	00	02	00
	331	-	00	15	55
	383	-	00	23	48
	382	-	00	25	04
	388	-	00	33	40
	419	-	00	01	13
	418	-	00	07	68
	429	A	00	06	52
	430	-	00	06	52
	431	-	00	23	69
	444	A	00	11	09
	443	-	00	02	82
	455	-	00	15	74
	454	-	00	00	27
	456	-	00	20	44

1	2	3	4	5	6
16 - AMBASAR (2) Contd.	458	-	00	00	78
	459	-	00	04	32
	460	-	00	10	12
	461	-	00	07	34
	462	-	00	10	99
	475	-	00	10	88
	476	-	00	11	04
	517	-	00	15	89
	516	-	00	10	82
	515	-	00	14	54
	501	-	00	09	35
	Total		03	01	45
17 - GAYAPUR	81	-	00	66	95
	82	-	00	02	33
	84	-	00	00	75
	83	-	00	18	42
	50	-	00	06	47
	49	-	00	24	43
	49	P	00	07	75
	47	-	00	00	98
	48	-	00	00	23
	36	-	00	29	68
	46	-	00	24	02
	Total		01	82	01
1	2	3	4	5	6
18 - TIKARIYA	49	-	00	01	32
	48	-	00	04	85
	47	-	00	05	93
	46	-	00	10	05
	45	-	00	18	84
	44	-	00	05	17
	43	-	00	00	33
	Total		00	46	48
19 - KANDA	350	-	00	08	74
	348	-	00	03	58
	358	-	00	14	37
	357	-	00	12	82
	355	-	00	10	63
	45	-	00	18	67
	Total		00	68	81
20 - SOKHADA RAGHU	50	-	00	00	75
	51	-	00	02	17
	52	-	00	03	31
	53	-	00	03	63
	55	-	00	04	34

1	2	3	4	5	6
20-SOKHADA RAGHU (Contd.)	56	-	00	09	34
	57	-	00	00	85
	58	-	00	33	40
	78	-	00	03	47
	77	-	00	14	00
	84	-	00	08	50
	90	-	00	14	28
	89	-	00	05	06
	87	-	00	03	72
	88	-	00	18	42
	101	-	00	34	00
	102	-	00	03	38
	103	-	00	12	03
	114	-	00	00	60
	157	-	00	15	39
	118	-	00	00	67
	116	-	00	11	45
	121	-	00	03	30
	120	-	00	14	86
	125	-	00	12	43
	126	-	00	06	75
	148	-	00	13	25
	164	-	00	37	75
	165	-	00	14	46
	252	-	00	17	05
	251	-	00	00	60
	250	-	00	09	50
	249	-	00	07	62
	248	-	00	04	41
	244	-	00	07	34
	267	-	00	05	71
	268	-	00	11	03
	273	A	00	10	91
	273	B	00	11	45
	271	-	00	07	29
	270	-	00	01	30
	272	-	00	01	20
	293	-	00	06	09
	292	B	00	17	98
	292	A	00	17	14
	291	-	00	01	49
	288	-	00	17	28
	287	-	00	00	09
Total			04	61	05

[No. R-25011/4/2005-O.R.-I]
S. K. CHITKARA, Under Secy

नई दिल्ली, 7 जून, 2005

का. आ. 2072.—केन्द्रीय सरकार को लोकहित में यह आवश्यक प्रतीत होता है कि गुजरात राज्य में कोयली से दहेज तक पेट्रोलियम उत्पादन के परिवहन के लिए इंडियन ऑयल कार्पोरेशन लिमिटेड द्वारा, एक पाइपलाइन बिछाई जानी चाहिए;

और केन्द्रीय सरकार को उक्त पाइपलाइन बिछाने के प्रयोजन के लिए यह आवश्यक प्रतीत होता है कि उस भूमि में, जिसमें उक्त पाइपलाइन बिछाए जाने का प्रस्ताव है और जो इस अधिसूचना से संलग्न अनुसूची में वर्णित है, उपयोग के अधिकार का अर्जन किया जाए;

अतः अब, केन्द्रीय सरकार, पेट्रोलियम और खनिज पाइपलाइन (भूमि में उपयोग के अधिकार का अर्जन) अधिनियम, 1962 (1962 का 50) की धारा 3 की उपधारा (1) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, उस भूमि में उपयोग के अधिकार का अर्जन करने के अपने आशंका की धोषणा करती है;

कोई व्यक्ति, जो उक्त अनुसूची में वर्णित भूमि में हितबद्ध है, उस तारीख से जिसको उक्त अधिनियम की धारा 3 की उपधारा(1) के अधिन भारत के राजपत्र में यथा प्रकाशित इस अधिसूचना की प्रतियां साधारण जनता द्वारा उपलब्ध करा दी जाती है, इकीकृत दिन के भीतर, भूमि के नीचे पाइपलाइन बिछाए जाने के संबंध में, श्री पी. आर. भट्ट, सक्षम प्राधिकारी, इंडियन ऑयल कार्पोरेशन लिमिटेड, मकान नं. 3/122, रिफाइनरी ठाउनशिप, पो.ओ. जवाहरनगर, वडोदरा-391320 (गुजरात) को लिखित रूप में आक्षेप भेज सकेगा।

अनुसूची

तालुका : करजन

जिला : वडोदरा

राज्य : गुजरात

गाँव का नाम	सर्वेक्षण सं.-खण्ड सं.	उप-खण्ड सं.	क्षेत्रफल		
			हेक्टेयर	एयर	वर्ग मीटर
1	2	3	4	5	6
21-वीरजइ(1)	4	-	00	17	55
	10	-	00	02	57
	11	-	00	07	11
	13	-	00	06	76
	12	-	00	03	93
	17	-	00	17	69
	272	-	00	27	18
	271	P	00	04	25
	274	-	00	03	61
	275	-	00	01	73
	270	B	00	03	44
	290	-	00	15	99
	291	-	00	02	62
	292	A	00	00	29
	289	-	00	11	50
	293	-	00	07	62
	321	-	00	13	96

1	2	3	4	5	6
21—वीरजइ(1)(जारी)	318	-	00	09	19
	317	-	00	02	42
	316	-	00	00	97
	319	-	00	11	26
	363	-	00	08	78
	358	-	00	00	45
	359	-	00	10	21
	361	-	00	12	40
	369	-	00	29	09
	375	B/2	00	12	06
	377	-	00	23	99
	378	P	00	07	88
	433	P1	00	09	37
	426	-	00	41	75
	433	P	00	09	22
	425	-	00	07	13
	Total		03	43	95
21—वीरजइ(2)	1466	-	00	05	83
	1463	A	00	13	22
	1464	-	00	26	30
	1459	-	00	10	17
	1475	-	00	05	09
	1455	A	00	00	02
	1458	-	00	10	70
	1455	B	00	16	05
	1456	-	00	02	56
	1454	-	00	00	40
	1453	-	00	08	89
	1452	-	00	10	93
	1450	-	00	07	91
	1451	-	00	25	13
	1429	-	00	04	71
	1427	-	00	15	27
	1428	-	00	03	16
	1512	-	00	01	07
	1513	-	00	18	79
	1519	-	00	00	86
	1517	-	00	09	58
	1514	-	00	01	33

1	2	3	4	5	6
24—वीरजइ(2)(जारी)	1516	-	00	09	87
	1539	-	00	03	83
	1283	-	00	00	88
	1276	-	00	12	84
	1275	-	00	06	02
	1274	-	00	01	40
	1272	-	00	24	30
	1247	-	00	10	19
	1255	-	00	01	05
	1252	-	00	10	66
	1251	-	00	04	77
	1250	-	00	06	21
	1239	-	00	08	93
	1238	-	00	04	00
	1237	-	00	19	40
	1235	-	00	04	54
	1232	-	00	02	39
	1233	-	00	04	96
	1234	-	00	01	47
	1196	-	00	08	57
	1197	-	00	08	48
	1198	-	00	00	52
	1199	-	00	09	83
	1191	-	00	00	87
	1190	-	00	05	81
	1189	-	00	03	60
	1188	-	00	02	78
	1187	-	00	07	77
	1583	-	00	00	04
	1172	-	00	05	36
	1173	-	00	00	93
	1171	-	00	09	08
	1162	-	00	04	95
	1161	-	00	04	39
	1160	-	00	03	88
	1159	-	00	02	46
	1158	-	00	04	13
	1157	-	00	08	64
	1156	-	00	03	86

1	2	3	4	5	6
21— <i>दूरसंचार (2)</i> (ग्राम.)	1141 1142 1153 1143 1144 1146 1145 1108 1107 1110 1111 1112 1113 1100 1099 1098 1643 1448 1644 1647 1646 1634 1634 1635	- - - - - - - - - - - - - - - - - B A -	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	03 07 05 17 07 09 12 05 11 06 04 05 08 00 00 05 02 08 03 04 03 07 07 03	11 83 28 03 06 71 41 24 11 70 07 32 38 03 06 57 04 37 27 61 74 89 55 95
Total			05	81	98
22— <i>उमर्ज</i>	105 106 106 106 106 105 105 107 105 104 114 175 204 202 203 201 200	1/A 3 2 1/B 1/A 1/B 3/P1 - 3 - - - - - - 2	00 00 00 00 00 00 00 00 00 00 00 00 00 00 00 00	01 08 05 07 02 01 13 14 01 09 13 15 00 17 09 10 04	29 18 33 36 24 50 37 69 15 02 96 84 18 42 07 43 33

1	2	3	4	5	6
22- ३ मील भारती	200	1	00	02	43
	198	-	00	02	47
	199		00	13	33
	194	P	00	11	22
	94	P2	00	10	82
	193	3	00	03	64
	195	-	00	10	57
	214	2	00	10	06
	215	2	00	06	03
	215	1	00	00	02
	216	1	00	23	84
	216	2	00	03	42
	218	-	00	00	06
Total			02	33	27

[फा. सं. आर-25011/4/2005-ओ.आर.]

एस. के. चिटकारा, अवर सचिव

New Delhi, the 7th June, 2005

S. O. 2072.— Whereas it appears to the Central Government that it is necessary in the public interest that for the transportation of Petroleum Products from Koyali to Dahej in the State of Gujarat, a pipeline should be laid by the Indian Oil Corporation Limited:

And whereas it appears to the Central Government that for the purpose of laying the said pipeline, it is necessary to acquire the right of user in the land under which the said pipeline is proposed to be laid and which is described in the Schedule annexed to this notification;

Now, therefore, in exercise of the powers conferred by sub-section (1) of section 3 of the Petroleum and Minerals Pipelines (Acquisition of Right of User in Land) Act, 1962 (50 of 1962), the Central Government hereby declares its intention to acquire the right of user therein;

Any person interested in the land described in the said Schedule may, within twenty one days from the date on which the copies of the notification issued under sub-section (1) of section 3 of the said Act, as published in the Gazette of India are made available to the general public, object in writing to the laying of the pipeline under the land to Shri P. R. Bhatt, Competent Authority, Indian Oil Corporation Limited, at office Qtrs. No. 3/122, Refinery Township, P.O. Jawaharnagar, Vadodara -391320 (Gujarat).

SCHEDULE**Taluka: Karjan****Dist: Bharuch****State: Gujarat**

Name of Village	Survey / Block No.	Sub- Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
21 - VIRJAI (1)	4	-	00	17	55
	10	-	00	02	57
	11	-	00	07	11
	13	-	00	06	76
	12	-	00	03	93
	17	-	00	17	69
	272	-	00	27	18
	271	P	00	04	25
	274	-	00	03	61
	275	-	00	01	73
	270	B	00	03	44
	290	-	00	15	99
	291	-	00	02	62
	292	A	00	00	29
	289	-	00	11	50
	293	-	00	07	62
	321	-	00	13	96
	318	-	00	09	19
	317	-	00	02	42
	316	-	00	00	97
	319	-	00	11	26
	363	-	00	.08	78
	358	-	00	00	45
	359	-	00	10	21
	361	-	00	12	40
	369	-	00	29	09
	375	B/2	00	.2	06
	377	-	00	23	99
	378	P	00	07	88
	433	P1	00	09	37
	426	-	00	41	75
	433	P	00	09	22
	425	-	00	07	13
Total			03	43	95

.1	2	3	4	5	6
21 - VIRJAI (2)	1466	-	00	05	83
	1463	A	00	13	22
	1464	-	00	26	30
	1459	-	00	10	17
	1475	-	00	05	09
	1455	A	00	00	02
	1458	-	00	10	70
	1455	B	00	16	05
	1456	-	00	02	56
	1454	-	00	00	40
	1453	-	00	08	89
	1452	-	00	10	93
	1450	-	00	07	91
	1451	-	00	25	13
	1429	-	00	04	71
	1427	-	00	15	27
	1428	-	00	03	16
	1512	-	00	01	07
	1513	-	00	18	79
	1519	-	00	00	86
	1517	-	00	09	58
	1514	-	00	01	33
	1516	-	00	09	87
	1539	-	00	03	83
	1283	-	00	00	88
	1276	-	00	12	84
	1275	-	00	06	02
	1274	-	00	01	40
	1272	-	00	24	30
	1247	-	00	10	19
	1255	-	00	01	05
	1252	-	00	10	66
	1251	-	00	04	77
	1250	-	00	06	21
	1239	-	00	08	93
	1238	-	00	04	00
	1237	-	00	19	40
	1235	-	00	04	54
	1232	-	00	02	39
	1233	-	00	04	96
	1234	-	00	01	47
	1196	-	00	08	57
	1197	-	00	08	48
	1198	-	00	00	52
	1199	-	00	09	83
	1191	-	00	00	87

1	2	3	4	5	6
2. I-VIRJAI(2)(Contd.)	1190	-	00	05	81
	1189	-	00	03	60
	1188	-	00	02	78
	1187	-	00	07	77
	1583	-	00	00	04
	1172	-	00	05	36
	1173	-	00	00	93
	1171	-	00	09	08
	1162	-	00	04	95
	1161	-	00	04	39
	1160	-	00	03	88
	1159	-	00	02	46
	1158	-	00	04	13
	1157	-	00	08	64
	1156	-	00	03	86
	1141	-	00	03	11
	1142	-	00	07	83
	1153	-	00	05	28
	1143	-	00	17	03
	1144	-	00	07	06
	1146	-	00	09	71
	1145	-	00	12	41
	1108	-	00	05	24
	1107	-	00	11	11
	1110	-	00	06	70
	1111	-	00	04	07
	1112	-	00	05	32
	1113	-	00	08	38
	1100	-	00	00	03
	1099	-	00	00	06
	1098	-	00	05	57
	1643	-	00	02	04
	1448	-	00	08	37
	1644	-	00	03	27
	1647	-	00	04	61
	1646	-	00	03	74
	1634	B	00	07	89
	1634	A	00	07	55
	1635	-	00	03	95
	Total		05	81	98

Name of Village	Survey / Block No.	Sub-Division No.	Area		
			Hectare.	Are	Centiare
1	2	3	4	5	6
22 - UMAJ	105	1/A	00	01	29
	106	3	00	08	18
	106	2	00	05	33
	106	1/B	00	07	36
	105	1/A	00	02	24
	105	1/B	00	01	50
	105	3/P1	00	13	37
	107	-	00	14	69
	105	3	00	01	15
	104	-	00	09	02
	114	-	00	13	96
	175	-	00	15	84
	204	-	00	00	18
	202	-	00	17	42
	203	-	00	09	07
	201	-	00	10	43
	200	2	00	04	33
	200	1	00	02	43
	198	-	00	02	47
	199	-	00	13	33
	194	P1	00	11	22
	194	P2	00	10	82
	193	3	00	03	64
	195	-	00	10	57
	214	2	00	10	06
	215	2	00	06	03
	215	1	00	00	02
	216	1	00	23	84
	216	2	00	03	42
	218	-	00	00	06
Total			02	33	27

[No. R-25011/4/2005-O.R.-I]
S. K. CHITKARA, Under Secy.

श्रम मंत्रालय

नई दिल्ली, 13 मई, 2005

का. आ. 2073.—ओद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार हिन्डलालको इंडस्ट्रीज लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ओद्योगिक विवाद में केन्द्रीय सरकार ओद्योगिक अधिकरण धनबाद नं.-I के पंचाट (ओद्योगिक विवाद धारा 33ए के अंतर्गत ओद्योगिक विवाद संख्या 8/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 6-5-2005 को प्राप्त हुआ था।

[सं. एल.-29025/18/2005-आई.आर.(विविध)]

बी. एम. डेविड, अवर सचिव

MINISTRY OF LABOUR

New Delhi, the 13th May, 2005

S.O. 2073.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award of the Central Government Industrial Tribunal-cum-Labour Court, Dhanbad No. I Filed under Section 33-A in the matter of (Ref. No. 8/2000) as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Hindalco Ind. Ltd. and their workman, which was received by the Central Government on 6-5-2005.

[No. L-29025/18/2005-IR(M)]

B.M. DAVID, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a Complaint U/S. 33A of the I. D. Act, 1947.

Complaint No. 7 of 2000

(Arising out of Reference No. 8 of 2000)

Parties : General Secretary, C.B.V. Union,
Lohardaga.Complainant

VS.

M/S. Hindalco Industries Ltd.,
Lohardaga.Opp. Party

PRESENT:

Shri S. Prasad, Presiding Officer

APPEARANCES :

For the Complainant : Shri S. Paul, Advocate

For the Opp. Party : Shri G. Prasad,
Advocate

State : Jharkhand Industry : Almuniun

Dated, the 29th April, 2005

AWARD

In this Complaint case the parties have amicably settled the dispute outside the Tribunal. A memorandum of settlement has been filed duly signed by both the sides. I have gone through the settlement and I find that the terms of settlement are proper and reasonable.

2. Accordingly, the Award is passed on the basis of the terms of settlement. The terms of settlement shall form part of the Award.

S. PRASAD, Presiding Officer

फार्म—एच

हिन्डलालको इंडस्ट्रीज लिमिटेड, खान प्रभाग (झारखण्ड), पोस्ट एवं जिला लोहरदगा, झारखण्ड पिन कोड-835 302 एवं उनके प्रमिकों के मध्य ओद्योगिक विवाद अधिनियम, 1947 की धारा 12(3) एवं नियम 58 के अंतर्गत समझौता।

समझौता का ज्ञापन

पक्षकारों के नाम

श्रमिक प्रतिनिधि

छोटानागपुर बाक्साइट वर्क्स
यूनियन लोहरदगा

सेवायोजन प्रतिनिधि

हिन्डलालको इंडस्ट्रीज लिमिटेड
खान प्रभाग (झारखण्ड),
लोहरदगा

श्री धीरज प्रसाद साहू

महा सचिव

श्री मलिक सेराजुल हक़.

अध्यक्ष

श्री भुखला भगत

उपाध्यक्ष

श्री प्राण प्रसाद जयसवाल

उपाध्यक्ष

श्री अशोक कुमार यादव,
कार्यालय सचिव

श्री साबिर खान,

संयुक्त सचिव

श्री फकीर मोहम्मद,

कार्यकारिणी सदस्य

श्री शिवब्रत दुबे,

कार्यकारिणी सदस्य

श्री अशोक कु. सिन्हा

महाप्रबन्धक (खान परिचालन)

श्री एस. के. त्रिवेदी,

महाप्रबन्धक (इ. आर.)

श्री आर. एल. मोदी,

अपर महाप्रबन्धक (वित्त एवं लेखा)

श्री आर. बी. सिंह,

उप महाप्रबन्धक (कार्मिक एवं
प्रशासन)

श्री ए.के. डॉन

सहायक महाप्रबन्धक (खान)

श्री राजीव कुमार,

प्रबन्धक (प्रशासन)

समझौते का संक्षिप्त विवरण

छोटानागपुर बाक्साइट वर्क्स यूनियन, लोहरदगा झारखण्ड ने अपने पत्र सं. 32/02 दिनांक 23-12-2002 द्वारा एक 28 सूत्री माँग पत्र

कामगारों के वेतन पुनरीक्षण एवं अन्य सेवा शर्तों में सुधार से संबंधित प्रबन्धन, हिन्दालको इंडस्ट्रीज लिमिटेड, खान प्रभाग (झारखण्ड) के समक्ष प्रस्तुत किया। विभिन्न तिथियों पर लम्बी वार्ताएँ हुई और अंततः दिनांक 24-04-2003 को पक्षकारों के मध्य यह समझौता निम्नलिखित शर्तों पर सम्पन्न हुआ एवं पक्षकारों ने समझौते पर हस्ताक्षर किये।

**Regional Labour Commissioner (Central)
Ranchi**

Part of the Award

समझौते के उद्देश्य

1. सदभावपूर्ण, सौहार्दपूर्ण एवं शाश्वत औद्योगिक संबंध विकसित करना।
2. खनन तथा अन्य सेवाओं के कुशल, निर्बाध तथा सुचारू संचालन द्वारा, श्रेष्ठतम् कार्य संपादन, कुशलता, उत्पादकता तथा उत्पादन के लिए प्रयत्न करना तथा इस प्रकार के शक्ति के बेहतर उपयोग के साथ उन्नत कार्य प्रणाली और मशीनों के उपयोग द्वारा समस्त सम्भव मित्रव्ययिता को बढ़ावा देना।
3. संयुक्त प्रयास द्वारा गुणवत्ता, कुशलता, उत्पादन तथा उत्पादकता सहयोग में सुधार करना तथा इस प्रकार के सुधारों के लिए उपयुक्त वातावरण उत्पन्न करना।
4. प्रबन्धतंत्र तथा कामगारों के बीच पारस्परिक भरोसे तथा विश्वास पर आधारित मधुर नियोक्ता-कर्मचारी संबंध विकसित करना तथा उसे बनाये रखना।

समझौते की शर्तें

1. प्रास्थिति एवं विस्तार अ. यह पारस्परिक समझौता औद्योगिक विवाद अधिनियम, 1947 की धारा 12(3) एवं नियम 58 के अन्तर्गत है।
- ब. यह समझौता दिनांक 01-01-2003 से प्रभावी होगा एवं 4(चार) वर्षों के लिए दिनांक 31-12-2006 तक प्रभावशील रहेगा।
- स. यह समझौता हिन्दालको इंडस्ट्रीज लिमिटेड, खान प्रभाग (झारखण्ड) लोहरदगा में कार्यरत समस्त स्थायी श्रमिकों पर लागू होगा।

यह समझौता स्टाफ की श्रेणी में आने वाले कर्मचारियों पर प्रभावशाली नहीं होगा।

2. प्रत्येक पुनरीक्षित वेतनमान में एक मुश्त बढ़ोत्तरी

(क) प्रत्येक वेतनमान में एक मुश्त बढ़ोत्तरी निम्न अनुसार होगी

क्रमांक	श्रेणी	एक मुश्त बढ़ोत्तरी (रुपया)
अ. अकुशल श्रमिक	क	150
	ख	160
ब. अर्धकुशल श्रमिक	ख	165
स. कुशल श्रमिक		175
द. अति कुशल श्रमिक		200

प्रत्येक वेतनमान में कार्यरत कामगारों को दी गई एक मुश्त वृद्धि फिटमेंट हेतु वेतनमान में समाहित की जायेगी जो इसी में सम्मिलित है।

**Regional labour Commissioner (Central)
Ranchi**

(ख) पुनरीक्षित वेतनमान :

पक्षों के मध्य यह तय हुआ कि जो कामगार इस समझौते की परिधि में आवर्त हैं, उसका पुनरीक्षित वेतनमान दिनांक 1-1-2003 से निम्नवत होगा।

प्रबंधक एवं श्रम संगठन के मध्य यह भी तय हुआ कि पूर्व समझौता दिनांक 5-8-1998 की परिधि में आने वाले कामगार (परिशिष्ट क) का मूल वेतन एवं वार्षिक बढ़ोत्तरी इस समझौते के प्रभावी होने की तिथि से नीचे दिये गये पर/श्रेणी को वेतनमान में समायोजित कर दिया जायेगा। और किसी प्रकार की वित्तीय हानि नहीं होगी एवं समय-समय पर परिवर्तनशील महंगाई भत्ता इस समझौते के अनुसार देय होगा।

श्रेणी एवं पदनाम	वर्तमान वेतनमान	दिनांक 1-1-2003 से देय पुनरीक्षित वेतनमान
1	2	3

अकुशल श्रमिक

मजदूर/चौकीदार/ सफाईकर्मी	650-25.00(10)-900 28.00(10)-1180-	1600-30-1900- 35-2250-40-
	31.00(10)-1490-	2650
	34.00(10)-1830	

अर्धकुशल श्रमिक

अ. खनिक	710-32.00(10)-1030 35.00(10)-1380-	1670-35-2020- 40-2420-45-
	38.00(10)-1760-	2870
	41.00(10)-2170	

1	2	3
ब. हेल्पर/मुंशी/	795-35-00(10)-1145	1760-40-2160-
अप्रमाणित मेट्रोबावर्ची	38.00(10)-15.25-	45-2610-50-
स्टोर बॉय/ट्रान्सपोर्ट	41.00(10)-19.35-	3110-55-3660
बॉय/मेस बॉय/ट्रूल	44.00(10)-23.75	
शार्पनर/डिस्पेंसरी		
सहायक/गेस्ट हाउस		
एटेंडेंट/डिलर/		
सहायक/डिलर/प्लून/		
माली/सुरक्षाकर्मी		
कुशल श्रमिक		
द्राईवर/ऑपरेटर/	835-42.00(10)-	1810-45-2260-
इलेक्ट्रोशियन/	1255-45.00(10)-	50-2760-55-
फिटर/बेल्डर/	1705-48.00(10)-	3310-60-3910
ब्लास्टर/मेकेनिक/	2185-51.00(10)-	
सहायक/मेकेनिक/	2695	
*सहायक ड्रिलिंग		
ऑपरेटर/ब्लेक		
स्मिथ/नर्स/		
कम्पाउण्डर		
अतिकुशल श्रमिक		
पोकलेने ऑपरेटर/	945-49(10)-1435-	1945-55-2495-
टेरेक्स/आपरेटर एच.ई. 52.00(10)-1955-	60-3095-65-	
एम.एम. ऑपरेटर/	55.00(10)-2505-	3745-70-4445-
*ड्रिलिंग ऑपरेटर/	58.00(10)-3085	80-5245-85-
सिनियर मेकेनिक/		6095
माइनिंग मेट्र/		

*वे श्रमिक जो अन्वेषण कार्य से जुड़े हैं।

3. महंगाई भत्ता :

महंगाई भत्ता औसत अर्धवार्षिक (माह जुलाई 2002 से दिसंबर 2002 तक के) सूचकांक 2391.05 आधार वर्ष 1960 = 100 के अनुसार रुपये 2.00 प्रति अंक की घटत बढ़त के आधार पर रुपये 2485.25 प्रति माह होता है। इस समझौते के अनुसार 1 जनवरी 2003 से महंगाई भत्ते की गणना 2391.05 सूचकांक के ऊपर प्रति अंक रुपये 2.00 से बढ़ाकर 2.20 रुपये घटत बढ़त के आधार पर होगी।

दिनांक 1-1-2003 को औसत अर्धवार्षिक सूचकांक 2315.33 पर देय परिवर्तनशील महंगाई भत्ता रु. 2333.80 प्रतिमाह में से रु. 800 पुनरीक्षित वेतनमान के मूल वेतन में समायोजित किया जायेगा।

4. अवकाश यात्रा भत्ता :

वर्तमान में देय वार्षिक अवकाश यात्रा भत्ता में श्रमिक संगठन द्वारा की गयी वृद्धि की माँग पर प्रबन्धन द्वारा सहानुभूतिपूर्वक विचार करते हुए सेवा-अवधि के अनुसार निम्नलिखित वृद्धि पर उभय पक्षों की सहमति हुई :

क्र. सं.	सेवा काल की अवधि	वार्षिक अवकाश वर्तमान	यात्रा भत्ता (रुपये) पुनरीक्षित
अ. 1	से 10 वर्ष	1200	1500
ब. 11 से 20 वर्ष	1300	1700	
स. 21 वर्ष एवं उससे अधिक	1400	1800	

अवकाश भत्ता की पात्रता हेतु केलेण्डर वर्ष अर्थात् 1 जनवरी से 31 दिसंबर तक 230 दिन की वास्तविक उपस्थिति (काम पर उपस्थिति होकर कार्य करना) अनिवार्य होगी।

5. श्रमिक गणवेश (यूनीफार्म) :

समस्त स्थायी श्रमिकों को वर्ष में एक बार निम्नानुसार दो जोड़ा (कमीज और पैंट) टेरीकॉटन गणवेश दिया जायेगा। परंतु गणवेश रूपस के अनुसार ही देय होगा। कम्पाउण्डर को एक ऊनी कोट तीन वर्ष में एक बार दिया जायेगा तथा नर्स को एक ऊनी फुल स्वेटर तीन वर्ष में एक बार दिया जायेगा।

6. (क) कैंटीन कूपन :

खदान में कार्यरत श्रमिकों को वर्तमान में दी जाने वाली कैंटीन कूपन की राशि रुपये 45 प्रति माह से बढ़ाकर रुपये 55 प्रति माह होगी। कैंटीन कूपन पर केवल खाद्य पदार्थ (चाय, नास्ता एवं खाना) का उपयोग खदान तथा कैंटीन के अंदर ही किया जायेगा तथा किसी भी स्थिति में कैंटीन कूपन को दूसरे सामान के लिए उपयोग करना शर्क मना है और दुरुपयोग करने पर कामगार तथा कैंटीन ठेकेदार दोनों के विरुद्ध कड़ी कार्रवाई की जायेगी।

(ख) हाथ धोने हेतु साबुन की व्यवस्था

प्रबन्धन वर्कशॉप में कार्यरत प्रत्येक श्रमिक को 600 ग्राम प्रतिमाह से बढ़ाकर प्रतिमाह 800 ग्राम धुलाई का साबुन देगा।

7. (क) पहाड़ी भत्ता

श्रम संगठन ने पहाड़ी भत्ता को संशोधित करने का प्रबन्धनतंत्र से आग्रह किया जिस पर पक्षकारों के मध्य वार्ता में विचारोपांत यह तथ हुआ कि श्रमिकों को देय रुपया 4 प्रतिदिन से बढ़ाकर रुपया 5 प्रतिदिन वास्तविक उपस्थिति पर (काम पर हाजिर होना व काम करना) होगी परंतु वैसे श्रमिक जिन्हें कम्पनी द्वारा आवंटित आवास उपलब्ध करायी गयी है वे पहाड़ी भत्ता के पात्र नहीं होंगे।

(ख) साइकिल भत्ता

साइकिल भत्ता रुपये 50 प्रतिमाह से बढ़ाकर रुपया 65 प्रतिमाह निर्धारित किया गया है जिसकी पात्रता के लिए श्रमिक की माह में कम से कम 18 कार्य दिवस वास्तविक उपस्थिति अनिवार्य है तथा जो श्रमिक साइकिल एडवांस लेना चाहेंगे उन्हें साइकिल खरीदने हेतु एडवांस रुपया 1200 दिया जायेगा जिसका समायोजन रुपया 100 प्रति माह की दर से मजदूरी से किया जायेगा। साइकिल खरीद की रसीद देनी होगी। यह एडवांस सेवाकाल में एक बार ही प्रदिया जा सकेगा।

8. चिकित्सा तुंवधा

स्थायी श्रमिकों को चिकित्सा सुविधा में दी गयी पुनरीक्षित वृद्धि निम्नवत है :

- * भोजन भत्ता रुपया 30 प्रतिदिन से बढ़ाकर रुपया 40 प्रतिदिन दिया जायेगा।
- * अस्पताल में कमरे का किराया अधिकतम रुपया 40 प्रतिदिन से बढ़ाकर रुपया 50 प्रतिदिन दिया जायेगा।
- * स्थायी श्रमिकों के आश्रितों के लिए भोजन भत्ता रुपया 20 प्रतिदिन से बढ़ाकर रुपया 30 प्रतिदिन दिया जायेगा।

- * स्थायी श्रमिकों के माता-पिता यदि जीवित हों एवं पूर्णतया श्रमिक पर ही निर्भर/आश्रित हों एवं उनकी पूर्व में कोई सर्विस या आजीविका का साधन नहीं हो तो कम्पनी द्वारा आंतरिक चिकित्सा सुविधा (Indoor Hospital Facility) के बल पैथालोजी/एक्स-रे तथा कंसलटेशन एवं दवाईयों की कीमत रसीद Original देने पर तथा कम्पनी के डाक्टर द्वारा प्रविष्ट (refer) किये गये मामलों में ही देय होगा तथा कम्पनी मेडीकलेम या अन्य कोई स्कीम देती है तो उसके अन्तर्गत ही क्लेम नियमानुसार मान्य होगा तथा श्रमिक को चिकित्सा संबंधी सभी कागजात जमा करना आवश्यकारी होगा। श्रमिक संघ एवं श्रमिक दोनों ही पूर्ण जिम्मेदारी के साथ श्रमिक के आश्रित माता-पिता की पहचान पत्र/चिकित्सा कार्ड बनवाये जो कि कम्पनी के मुख्य चिकित्सा पदाधिकारी द्वारा प्रमाणित ही मान्य होगा।

उभय पक्षों के मध्य यह तय हुआ कि उपरोक्त चिकित्सा व्यय की प्रतिपूर्ति लोहरदगा के बाहर राँची तक हुए चिकित्सा पर ही मान्य होगा एवं राँची के अतिरिक्त अन्य स्थान पर प्राप्त उपरोक्त चिकित्सा सुविधा व्यय की प्रतिपूर्ति कम्पनी के मुख्य चिकित्सा अधिकारी के रेफर करने पर/अनुशंसा करने पर ही की जायेगी।

यह भी स्वीकार किया गया कि कम्पनी के चिकित्सक द्वारा पूर्वनिर्दिष्ट नहीं किये जाने पर किसी भी चिकित्सा व्यय की प्रतिपूर्ति नहीं होगी।

किसी भी कामगार द्वारा चिकित्सा सुविधाओं का अनुचित लाभ प्राप्त करने के लिए दुरुपयोग किया जाता है तो उनके विरुद्ध कड़ी

कार्रवाई की जायेगी एवं 1 वर्ष के लिए चिकित्सा सुविधा से बंचित कर दिया जायेगा।

9. वृद्धि सहायता

प्रबन्धन प्रत्येक स्थायी श्रमिक के स्कूल में पढ़ने वाले दो बच्चों के प्रति बच्चा प्रति वर्ष शिक्षा सहायता के रूप में पुनरीक्षित धन राशि निम्नवत देनें को सहर्ष सहमत है जिसके लिए सभी को शुल्क भुगतान का साक्ष्य मूल रूप में प्रस्तुत करना होगा। इसका भुगतान वर्ष में एक बार किया जायेगा।

वर्तमान शिक्षा सहायता	पुनरीक्षित शिक्षा सहायता
धन राशि प्रति वर्ष	धन राशि प्रति वर्ष
कक्षा 5 से 7 तक 170 रु.	कक्षा 1 से 5 तक 250 रु.
कक्षा 8 से 10 तक 215 रु.	कक्षा 6 से 8 तक 500 रु.
कक्षा 11 से 12 तक 340 रु.	कक्षा 9 से 12 तक 750 रु.
स्नातक एवं स्नातकोत्तर 450 रु.	स्नातक एवं स्नातकोत्तर 1000 रु.

10. पक्षों के मध्य यह तय हुआ कि खनन कार्य हेतु जिन अ आजीविकों से लीज पर जमीन ली गई है/ ली जानी है उन्हें पद की रिक्तता, कार्यकुशलता एवं क्षमता के आधार पर भात्र उनके प्रकरण में स्थायीकरण हेतु आवश्यक कार्यवाही चरणबद्ध रूप से करने का प्रयास किया जायेगा जिनकी कुल संख्या 51 से अधिक नहीं है। पहले उन श्रमिकों के स्थायीकरण की कार्यवाही होगी जिनकी जमीन खनन कार्य हेतु ली जा चुकी है। कम्पनी के नवी खदान में अस्थायी कर्मचारियों को आवश्यकता, कार्यकुशलता, अनुभव एवं क्षमता के आधार पर स्थायीकरण हेतु अनुशंसा की जायेगी।

11. प्रबन्धन ऐसे कर्मकार को जो अपनी ड्यूटी पर काम पर उपस्थित हुआ हो और कार्य के दौरान जिसकी मृत्यु हो गयी हो के प्रल उसके आश्रित को जो हर प्रकार से कुशल, सक्षम व योग्य हो उसको आजीविका प्रदान करने को सहमत है। परन्तु यदि कर्मकार की मृत्यु उसकी कार्य के प्रति लापरवाही, सुरक्षा नियमों की उपेक्षा, नशे की अवस्था में अथवा आपसी रंजिश व संघर्ष आदि में होती है तो प्रबन्धन ऐसी परिस्थितियों में कर्मकार के आश्रित को आजीविका प्रदान करने में समर्थ नहीं होगा। किसी प्रकार का विवाद होने पर पोस्टमार्टम की रिपोर्ट अंतिम व मान्य होगी।

12. भूमण्डलीकरण के वर्तमान दौर में जहां विश्व बाजार में अल्यूमिनियम की दर में लगातार गिरावट हो रही है वहीं दूसरी ओर कम उत्पादन एवं उत्पादकता तथा लागत में निरंतर वृद्धि हुई है। श्रम संगठन का यह दायित्व है कि इस समझौते के प्रभावी रहने की अवधि में कोई भी अव्यवहारिक कार्य/मांग नहीं करेंगे जिससे कम्पनी को अतिरिक्त वित्तीय बोझ उठाना पड़े।

13. सर्वोच्च उपस्थिति पुरस्कार

प्रबन्धन ने स्वीकार किया कि वैसे श्रमिकों जो पूरे माह खनन कार्य पर उपस्थित रहेंगे और उत्पादन में अपना प्रत्यक्ष रूप से योगदान देंगे उन्हें प्रत्येक कैलेंडर वर्ष पूरा होने पर अगले कैलेंडर वर्ष की 26 जनवरी को सर्वोच्च उपस्थिति पुरस्कार से सम्मानित किया जायेगा।

14. प्रबन्धन एवं मान्यताप्राप्त श्रमिक संघ निम्नलिखित सामान्य शर्तों पर सहमत हैं :

- (1) श्रमिकों को देय भुगतान की संगणना 50 पैसे या उससे अधिक को एक रूपया मान लिया जायेगा एवं 50 पैसे से कम की राशि को शून्य मान लिया जायेगा।
- (2) श्रम संगठन द्वारा प्रस्तुत मांग पत्र में वर्णित अन्य समस्त मांगें वापस ली हुई समझी जायेंगी एवं समझौते के प्रभावी रहने की अवधि में कोई नयी माँग नहीं उठायी जायेगी जिससे कम्पनी पर किसी भी प्रकार का आर्थिक बोझ पड़े।
- (3) यदि किसी कानूनी प्रावधान या अन्य किसी कारणवश इस समझौते की शर्तें अवैध (इनवेलीड) तथा/अथवा कार्यान्वयन के अयोग्य तथा/अथवा अवक्रमिक (सुपरसीडेड) हो जाये तो इस प्रकार की अवैधता अकार्यान्वयनशीलता (अनएफोर्सियेबल) या अवक्रमण इस समझौते के अवशेष प्रावधानों को प्रभावित नहीं करेंगे किन्तु इस समझौते के फलस्वरूप जो भी लाभ प्राप्त हुए हैं उन्हें उन समस्त वर्तमान तथा भावी लाभों में समावेजित कर लिया जायेगा जिन्हें उपर्युक्त अवैधता, अकार्यान्वयनशीलता तथा अवक्रमण के फलस्वरूप लागू किया जाना अपेक्षित होगा।
- (4) श्रम संघों ने यह स्वीकार किया एवं आश्वासन दिया कि वे औद्योगिक न्यायाधिकरण, श्रम न्यायालय, उच्च न्यायालय एवं अन्य विधि विहित किसी भी प्राधिकारी के समक्ष उनके द्वारा लागाये गये समस्त वाद जो सेवा से संबंधित/लाभ आदि हैं वह समात समझा जायेगा और वे पृथक से सक्षम न्यायालय के समक्ष जहां वाद लंबित है में आवेदन पत्र देकर उसे आपस ले लेंगे। भविष्य में इस समझौते के प्रभावशील रहने की अवधि में किसी प्रकार का कोई औद्योगिक विवाद/मांग अथवा लाभ हेतु कोई वाद किसी न्यायालय में प्रस्तुत नहीं करेंगे।
- (5) श्रम संघ यह सुनिश्चित करेगा कि समस्त श्रमिक कार्य स्थल एवं कार्य के दौरान पूर्ण अनुशासन बनाये रखेंगे। श्रमिकों का यूनियन कार्य से कार्य स्थल छोड़कर लोहरदगा या अन्य स्थान आने-जाने पर उपस्थिति पाने के हकदार नहीं होंगे एवं ऐसी स्थिति में श्रम संघ भी श्रमिक के उपस्थिति के लिए खान प्रबन्धन से मांग नहीं करेगी। केवल श्रम संघ के लिखित आग्रह पर केवल कार्यकारिणी के सदस्यों के मामले को छोड़कर।

- (6) श्रम संघ श्रमिकों द्वारा निजी आवश्यकता पर लिये जाने वाली अग्रिम राशि वित्तीय वर्ष में किस्तबार अदा किये जा पाने की सीमा से अधिक की राशि के लिए प्रबन्धन से आग्रह नहीं करेंगे।
- (7) वैसे श्रमिक जो आदतन कार्य निष्ठापूर्वक नहीं करते हैं एवं कार्य स्थल में मात्र उपस्थिति दर्ज कर निजी कार्यों में लिप्त रहते हैं उनके विरुद्ध अनुशासनात्मक कार्रवाई की जायेगी एवं श्रमिक संघ ऐसे श्रमिकों की पैरवी नहीं करेगा।
- (8) श्रम संघ श्रमिकों को खदान में सुरक्षा संबंधी नियमों के पालन के लिए प्रेरित करेंगे। श्रमिक भी कम्पनी द्वारा उपलब्ध कराये गये सुरक्षा उपकरण एवं गणवेश में ही कार्य पर आयेंगे।
- (9) प्रबन्धन एवं श्रम संगठन पर्यावरण के संरक्षण एवं प्रदूषण नियंत्रण हेतु सामूहिक प्रयास करेंगे। श्रम संगठन संस्थान की पर्यावरण नीति एवं आई. एस. ओ. 14001 के मानकों के अनुरूप पर्यावरण संरक्षण हेतु हर स्तर पर जागरूकता बढ़ाने का कार्य करेंगे।
- (10) उभय पक्षों के मध्य यह तय हुआ कि वर्तमान में खदानों के इंद-गिर्द बिगड़ती विधि-व्यवस्था के कारण प्रशासनिक सहायता उपलब्ध नहीं होने के कारण कामगारों के बेतन का भुगतान खदान के समीप स्थित बैंक से किया जायेगा। श्रम संगठन भी कामगारों को बैंक में उनका खाता खुलवाने के लिए प्रेरित करेंगे।
- (11) प्रबन्धन द्वारा उत्पादन को निरन्तरता बनाये रखने के लिए श्रमिक संघ श्रमिकों/रेयतों से लीज श्रेत्र में उपलब्ध खनन योग्य भूमि अधिग्रहण में सहयोग करेंगे।
- (12) कर्मकार पूरी ईमानदारी, निष्ठा एवं अपनी पूरी क्षमता से कम्पनी के हितवर्द्धन में कार्य करेंगे। कोई भी कामगार एक पाक्षिक अवधि के दौरान तीन दिन 10 मिनट से ज्यादा विलंब से अपनी ड्यूटी के लिये आने पर प्रबन्धन उस कामगार के एक दिन के बेतन की कटौती श्रम अधिनियम के अंतर्गत करेंगी।
- (13) अपने अधीन या कब्जे में अनाधिकृत रूप से रखे गये प्रतिष्ठान के क्वार्टर, जमीन, सम्पत्ति, आहारे या दस्तावेजों को प्रबन्धन द्वारा खाली करने या सौंपे जाने के आदेश को न मानना दुराचरण होगा।
- (14) श्रमिक संघ तथा प्रबन्धतंत्र संबंधित अधिकारियों को इस समझौते के पंजीयन के लिए संयुक्त रूप से प्रार्थनापत्र प्रस्तुत करने को सहमत हैं।

- (15) श्रमिकों के प्रशिक्षण द्वारा ज्ञान, कार्य कुशलता एवं सर्वांगीण विकास हेतु संयुक्त रूप से प्रयास किया जायेगा एवं विधानीय कार्य को सुचारू रूप से चलाने के लिए श्रमिकों का अन्तर्विभागिय/अन्तर्खान स्थानान्तरण एवं अभिनवीकरण आवश्यकतानुसार समय-समय पर किया जायेगा।
- (16) कम्पनी में मान्यता प्राप्त श्रमिक संघों ने यह आश्वासन दिया कि वे प्रतिष्ठान में उत्पादकता बढ़ाने में व अनुशासन बनाये रखने में अपना सक्रिय सहयोग प्रदान करेंगे साथ ही भविष्य में उत्पन्न विवाद/मतभेदों का निराकरण वैधानिक प्रक्रिया के माध्यम से ही करना सुनिश्चित करेंगे।
- (17) पक्षों द्वारा उत्पादन, उत्पादकता बढ़ाने, लाभ का उच्च स्तर अर्जित करने तथा औद्योगिक शांति एवं सद्भाव के लिए निम्न क्षेत्रों में संयुक्त प्रयास करने का संकल्प लिया गया :
- * कार्य माल (बाक्साइट) का संरक्षण करना एवं अपव्यय नहीं करना।
 - * उत्पादन में कुद्धि करना एवं लागत में कमी लाना।
 - * कार्य में गुणवत्ता को बढ़ाना।
 - * कार्य स्थिति एवं सुरक्षा में सुधार के प्रति निरंतर सचेत और सतत प्रयास करना।
 - * अनाधिकृत अनुपस्थिति को शून्य करने के लिए प्रयास करना।
 - * पानी एवं ऊर्जा का अपव्यय न करना।
 - * मशीन एवं उपकरणों का अनुरक्षण एवं सदुपयोग करना।
 - * प्रशिक्षण द्वारा ज्ञान एवं कुशलता बढ़ाना एवं सर्वांगीण विकास करना।

1	2
रु./-	रु./-
मलिक सेराजुल हक अध्यक्ष	एस. के. त्रिवेदी, महाप्रबन्धक (इ. आर.)
रु./-	रु./-
भुखला भगत उपाध्यक्ष	आर. एल. मोदी, अपर महाप्रबन्धक (वित्त एवं लेखा)
रु./-	रु./-
प्राण प्रसाद जयसवाल उपाध्यक्ष	आर. बी. सिंह उप महाप्रबन्धक (कार्मिक एवं प्रशासन)
रु./-	रु./-
अशोक कुमार यादव, कार्यालय सचिव	ए. के. डॉन, सहायक महाप्रबन्धक (खान)
रु./-	रु./-
साबिर खा, संयुक्त सचिव	राजीव कुमार प्रबन्धक (प्रशासन)
रु./-	रु./-
फकीर मोहम्मद, कार्यकारिणी सदस्य	
रु./-	रु./-
शिवप्रत दुबे, कार्यकारिणी सदस्य	

साक्षीगण

15. पक्षों के मध्य यह आपसी समझौता प्रतिष्ठान में औद्योगिक शांति, सद्भाव परिवार भावनाएँ, सुरक्षा बढ़ाने और श्रमिकों के कल्याण और निरंतर प्रगति के उद्देश्य से आज दिनांक 24-4-2003 को सौहार्दपूर्ण वातावरण में सम्पन्न हुआ।

पक्षकारों के नाम

श्रमिक प्रतिनिधि	सेवायोजक प्रतिनिधि
छोटानगपुर बाक्साइट वर्क्स यूनियन लोहरदगा, झारखण्ड	हिंडाल्को इण्डस्ट्रीज लिमिटेड खान प्रभाग (झारखण्ड), लोहरदगा
1	2
रु./-	रु./-
धीरज प्रसाद साह महा सचिव	अशोक कु. सिंह महाप्रबन्धक (खान परिचालन)

क्र. सं.	एम्प्लाई कोड	नाम	पद
1	2	3	4
1.	0828	श्री उपेन्द्र शर्मा	माइनिंग मेठ
2.	0869	श्री पूरन बहादुर थापा	सुरक्षा कर्मी
3.	0870	श्री पदम सिंह	सुरक्षा कर्मी
4.	0285	श्री राजेश्वर पाण्डे	माइनिंग मेठ-सह- ब्लास्टर
5.	0783	श्री वीरेश्वर भगत	सुरक्षा कर्मी

1	2	3	4
6.	031	श्री मंजूर अहमद	माइनिंग मेठ
7.	0899	श्री शिशिर कुमार सिन्हा	ड्राइवर
8.	0488	श्री रामानुज प्रताप देव	माइनिंग मेठ
9.	0059	श्री विश्वनाथ भगत	माइनिंग मेठ सह ब्लास्टर
10.	0073	श्री राजेन्द्र नाथ मण्डल	माइनिंग मेठ सह ब्लास्टर
11.	0120	श्री जेरोम तिर्की	माइनिंग मेठ
12.	127	श्री बलदेव महतो	माइनिंग मेठ
13.	0128	श्री बुधनाथ उराँव	माइनिंग मेठ
14.	0129	श्री सनिया भगत	माइनिंग मेठ
15.	0522	श्री अरुण कुमार शर्मा	माइनिंग मेठ
16.	0769	श्री रामायण राम	सुरक्षा कर्मी
17.	0614	श्री बल बहादुर गुरुंग	सुरक्षा कर्मी
18.	0787	श्री हवलदार गुप्ता	टेरेक्स ऑपरेटर
19.	0768	श्री मथुरा प्रधान	ड्राइवर
20.	0755	श्री शिव राम भट्टाचार्य	टेरेक्स ऑपरेटर
21.	0525	श्री जोसफ मिंज	ड्राइवर
22.	0723	श्री रामचन्द्र सिंह	ड्राइवर
23.	0516	श्री क्रिस्टोफर कुजूर	ड्राइवर
24.	0286	श्री गम प्रसादपुन	सुरक्षा कर्मी
25.	0279	श्री राम नरेश यादव	सुरक्षा कर्मी
26.	0802	श्री सत्यनारायण झा	मेकेनिक
27.	0788	श्री दिलिप कुमार चक्रवर्ती	पोकलेन ऑपरेटर
28.	0498	श्रीमती कलिस्ता टोप्पो	ए.एन.एम.
29.	0281	श्री कृष्ण बहादुर थापा	सुरक्षा कर्मी
30.	0228	श्री सुरेश साहु	कम्पाउण्डर
31.	0495	श्री एम. ए. मल्लिक	ड्राइवर
32.	0513	श्री भोजा उराँव	ड्राइवर
33.	0493	श्री अब्दुल रब्बानी	टेरेक्स ऑपरेटर
34.	0611	श्री अवधेश सिंह	पोकलेन ऑपरेटर
35.	0490	श्री सहदेव गोप	शबल ऑपरेटर

1	2	3	4
36.	0521	श्री किशन यादव	पोकलेन ऑपरेटर
37.	0519	श्री समीर कुमार बनर्जी	पोकलेन ऑपरेटर

नई दिल्ली, 13 मई, 2005

का. आ. 2074—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मै. एम.एम.टी.सी. के प्रबंधतांत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण कोलकाता के पंचाट (संदर्भ संख्या 40/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2005 को प्राप्त हुआ था।

[सं. एल.-29012/30/2003-आई.आर.(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th May, 2005

S.O. 2074.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 40/2003) of the Central Government Industrial Tribunal-Cum-Labour Court, Kolkata as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of M/s. M.M.T.C. and their workmen, which was received by the Central Government on 13-05-2005.

[No. L-29012/30/2003-IR (M)]
B.M. DAVID, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL AT KOLKATA

Reference No. 40 of 2003

Parties :

Employers in relation to the management of
M/s. M.M.T.C. Non-Ferrous Metal Handling
Workers Pool

AND

Their Workmen

PRESENT :

Mr. Justice Hrishikesh Banerji. Presiding Officer

APPEARANCES :

On behalf of Management : Mr. M. Dutta, Advocate

On behalf of Workmen : Ms. G. Varalakshmi,
Advocate

State : West Bengal Industry : Port and Dock

Dated : 2nd May, 2005

AWARD

By Order No. L-29012/30/2003-IR (M) dated 14-11-2003 the Central Govt. in exercise of its powers under Section 10(1)(d) and (2A) of the Industrial Disputes Act, 1947 referred the following dispute to this Tribunal for adjudication :

"Whether the removal of Mr. J. K. Tiwari, Ex-Supervisor with effect from 20-12-2002 by the management of MMTC handling pool, Kolkata without issuing any chargesheet, without conducting any enquiry and without issuing a termination order is justified or not ? If not, whether he is entitled for reinstatement of his service with all attendant benefits and back wages or not ? If not, to what relief he is entitled ?"

2. When the case is called out today, Advocates for both the parties state that the matter under reference has been settled between the parties out of the Court. They file a joint petition enclosing therewith the settlement dated 12-04-2005 duly signed by the parties. They pray for an Award in terms of the above settlement.

3. On consideration of the submission of the parties and also the settlement as filed, I find that the terms of the settlement is bona fide, reasonable and in the interest of the parties. I, therefore, accept the same and pass an Award in terms of the said settlement. The joint petition and the settlement dated 12-4-2005 is made part of this Award as Annexure-A.

This is my Award.

HRISHIKESH BANERJI, Presiding Officer

Dated, Kolkata,
The 2nd May, 2005

ANNEXURE-A

**BEFORE LD. PRESIDING OFFICER
CENTRAL INDUSTRIAL TRIBUNAL
AT CALCUTTA**

Reference Case No. 40/2003

An Industrial Dispute

BETWEEN

Jai Kishore Tiwari Workman

V/s.

M.M.T.C. Non-Ferrous Metal
Handling Workers' Pool Employer/Management

The humble petition by both the parties named herein above with prayer for disposal of the referred dispute on mutual settlement between the parties.

Most Respectfully Sheweth :

1. That today 27-04-2005 is fixed for hearing.
2. That in the mean time a mutual settlement had come forth and entered into by the parties concerned to the dispute.

3. That the dispute had been settled by mutual settlement dated 12-04-2004 by the concerned parties to their satisfaction before witnesses and Sri Jai Kishore Tiwari had joined back his service with M/s. M.M.T.C. Non-Ferrous Metal Handling Workers' Pool since then i.e. 12-04-2005.

4. That the copy of the Mutual Settlement dated 12-04-2005 duly notorified is enclosed for the necessary consideration of the Hon'ble Court and may be treated as part of this petition.
5. That the Hon'ble Court may be prayed for passing a necessary order disposing of the referred Reference case being Ref. 40/03 on the mutual settlement of the either party.
6. This petition is made bona fide and for ends of justice.

It is therefore prayed Your Honour be graciously pleased to pass a necessary order disposing of the dispute in the referred case no. 40 of 2003 on mutual settlement between the parties and no dispute exists any further for the ends of justice.

And for this Act of kindness Your petitioners as in duty shall ever pray.

VERIFICATION

I, Sri Sahabuddin, the President of M/s. M.M.T.C. Non-Ferrous Metal Handling Workers' Pool, on behalf of the Pool, do hereby solemnly verify that the statement contained in paragraphs 1 to 5 are all true to the best of my knowledge and rests are my humble submissions, before the Hon'ble Court.

Sd/-
PRESIDENT

VERIFICATION

I, Sri Jai Kishore Tiwari, the workman in the referred case do hereby solemnly affirm that the averments made in the foregoing paragraphs are all true to the best of my knowledge and are humble submission before this Hon'ble Court.

Sd/-
WORKMAN

Prepared in my office

Sd/-

Advocate

This Settlement made on 12th day of April, 2005 between M/s. M.M.T.C. Non-Ferrous Metal Handling Workers' Pool of 28/B, C.G.R. Road (Karl Marx Sarani), Calcutta-700 023 of the First Part.

AND

Sri Jai Kishore Tiwari, S/o. Late R.A. Tiwari, Supervisor (Booking No. 5) of M/s. M.M.T.C. Non-Ferrous Metal Handling Workers' Pool, residing at 49/5, Karl Marx Sarani, Calcutta-700 023 of the Second Part.

Whereas party of the 2nd part is one of the worker of the party of the first part working as Supervisor with Booking No. 5.

And whereas the said workers of the party of the first part including Jay Kishore Tiwari were originally working with M/s. M.M.T.C. (Minerals and Metals Trading Corporation of India Ltd.).

And whereas on the closing of the business of M/s. M.M.T.C. of India Ltd. the workers handling non ferrous Metal were/are doing Metal Handling job of the Dock and Port of Calcutta and various godowns within Dock area and other Dock and Port related area and workers group are sharing the income arising out of their services under the Pool, equally under the said First party—the Pool.

And whereas a dispute arose between the First Party with the second party and the management of the First party stopped the booking of the second party whereupon the second party had to move the appropriate legal forum. The Regional Labour Commissioner, Central, Calcutta for his relief, on the failure of the conciliation process, the Assistant Labour Commissioner, Central, Calcutta filed his failure report. Thereby reference case No. 40/2003 was initiated by the Central Government before the Central Industrial Tribunal, Calcutta. The party of the second part Jay Kishore Tiwari also initiated a Writ petition being W.P.-15493(W) of 2003 before the Hon'ble High Court, Calcutta. Both the litigations are pending for Hearing.

Whereas to avoid further litigation and financial losses the parties concerned decided to settle the issue (dispute) among themselves mutually to the satisfaction of either party under the following terms and conditions.

Terms and Conditions

1. That the party of the 1st part and the party of the 2nd part mutually agree to withdraw any and every allegation against each other.
2. That the party of the 2nd part would be allowed to join his duties with immediate effect from the date of signing of this Agreement.
3. That the 2nd party would forego the back wages for the period, he had not been in service i.e. from 20-12-2002 to 12-04-2005.
4. That neither party would make a fresh issue of present dispute/disputes settled herewith, in the future.
5. That second party on signing this settlement shall not pursue with the legal cases filed on his behalf either in the Central Tribunal and/or in the High Court, Calcutta.
6. A xerox copy of this settlement shall be filed before the Ld. Central Industrial Tribunal, Calcutta and also in the High Court, Calcutta for their necessary orders in dispossessing of the same.

In witnesseth whereof the parties hereto put their

signature herein below after reading and understanding the contents of paragraphs made herein above on the date, month and year first written above.

Signature of the 1st party

Signature of the 2nd party

Witnesses :

1. The General Secretary, Cal. Dock Workers Union.
- 2.
- 3.
- 4.
- 5.
- 6.

नई दिल्ली, 13 मई, 2005

का.आ. 2075.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ई.एस.आई. हॉस्पिटल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार ऑद्योगिक अधिकारा, नई दिल्ली-1 के पंचाट (संदर्भ संख्या 62/99) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2005 को प्राप्त हुआ था।

[सं. एल.-15012/4/98-आई.आर.(विविध)]

बी. एम. डेविड, अवर सचिव

New Delhi, the 13th May, 2005

S.O. 2075.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 62/99) of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi No. 1 as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of E. S. I. Hospital and their workman, which was received by the Central Government on 13-05-2005.

[No. L-15012/4/98-IR (M)]

B. M. DAVID, Under Secy.

ANNEXURE

**IN THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
NEW DELHI**

Presiding Officer : SHRI SANT SINGH BAL

L.D. NO. 62/99

In the matter of dispute between:

Smt. Maya Gupta w/o Shri Umesh Kumar Gupta,
r/o A- 135, Ashok Vihar, Phase-2, Delhi-52

.... Workman

Versus

E.S.I. Hospital,
The Dy. Director (Admn),
Basaidarapur, Ring Road,
New Delhi-110015

..... Management

APPEARANCES:

None for parties.

AWARD

The Central Government in the Ministry of Labour vide its Order No. L-15012/4/98-IR (M) dated 10-2-1999 has referred the following Industrial Dispute to this Tribunal for adjudication:

"Whether the action of the Medical Superintendent, E.S.I. Hospital, Basaidarapur, New Delhi, in terminating from service Ms. Maya Gupta, Staff Nurse w.e.f. 25-2-95 by their order dated 26-11-96 is proper and justified? If not, to what relief and benefits are the said workmen entitled to?"

2. Briefly stated the facts of this case are that she (the workman) was appointed as Staff Nurse on 6-10-90 and declared permanent vide order dated 17-9-91. She was admitted for delivery in the same hospital during August, 93 and was granted Maternity Leave up to February, 94 and thereafter she joined duty while she sustained injuries in her spinal cord while returning from duty and remained bedridden and applied for medical leave from 25-2-95 to 3-5-95 but despite any sympathetic view of her grave illness the management started enquiry proceedings and her services were terminated w.e.f. 25-2-95 vide letter dated 24-11-96 without giving any opportunity of being heard at her back. It is further stated that the hospital asked her to appear before standing medical board but she could not. She requested vide their letter dated 16-5-95 to the management/department to take her from her home for medical examination as she was bedridden and unable to move but the department decided the enquiry ex parte which was misconceived. She was not given any opportunity. Hence in view of the above it is averred that order dated 26-11-96 was illegal and the same is sought to be quashed with a claim for appointment to the post.

3. The claim was contested by the management respondent by filing written statement stating therein that the applicant workman has suppressed material fact. She started absenting herself from duty from 25-2-95 and produced medical certificates indicating backache. She was directed to appear before medical board for 2nd medical opinion vide letter dated 12-5-95. Applicant neither appeared before the board nor reported for duty. She was issued charge sheet dated 4-5-96 and she asked for two years further leave on the following grounds namely that her mother in law died; that there was no female member to look after her young children aged 4 years and 2 years and her father in law was too old. It is further stated that fair and impartial enquiry was held as per Statutory Regulations giving adequate and ample opportunity to the applicant; and the applicant was given copy of the enquiry report dated 16-8-1996 and Disciplinary Authority accepted findings of the Enquiry Officer and ordered termination of services of the applicant by order dated 26-11-96. Applicant filed an appeal before the Appellate Authority which was rejected. It is further admitted that the applicant was

appointed as Staff Nurse and regularised vide order dated 17-9-91. The contention that the applicant was made permanent by order dated 17-9-1991 is factually incorrect and denied. In view of the above reference is sought to be rejected.

4. Written statement was followed by rejoinder wherein the facts mentioned in the written statement were controverted and those of the claim statement were reiterated to be correct.

5. Thereafter case was fixed for evidence of the workman after admission denial and framing of issues workman filed her affidavit in evidence and the matter was posted for cross-examination of the workman. As per order sheet workman filed her affidavit on 15-3-2001. Thereafter case was fixed for cross-examination of the workman on 2-3 hearings and thereafter case was fixed for cross-examination of workman on 8-2-2002 and on subsequent many hearings on 18-4-2002, 15-7-2002, 9-10-2002, 2-12-2002, 27-1-2003, 11-2-2003, 31-3-2003, 24-6-2003, 26-8-2003, 29-10-2003, 27-1-2004 and on 10-3-2004 when the workman was present with her A/R Shri Prem Parkash and thereafter case was again fixed for cross-examination on 6-4-2004 and then 16-6-2004, 13-7-2004, 30-9-2004, 20-12-2004 and on 4-4-2005 when father in law of workman Shri K. L. Gupta appeared and submitted that the workman would not produce herself as she had appeared previously herself. However he was unable to produce his authority letter. Hence case was again adjourned to 5-5-2005 for cross-examination of the workman but workman failed to appear for cross-examination and was proceeded ex parte.

6. Perusal of the record shows that the workman was the employee of the management as she was appointed by the management respondent as Staff Nurse and have been regularised. She was employee of the management and even regularised by the Management. However, she remained absent from duty and for a very long period of more than two years and an enquiry was conducted against her and she was given ample opportunity. Enquiry report was also furnished to her according to the management and her services were terminated by disciplinary authority after conclusion of proper and fair enquiry. The burden to prove the issue in reference is on the applicant workman claimant that the action of her termination of service was illegal and improper but the workman has filed her affidavit dated 26-2-2001 in her evidence which cannot be read as she did not produce herself for cross-examination by the management. Therefore, under these circumstances, I have no option but to hold that the claimant workman has failed to prove or show that the action of the management in terminating her services is illegal or unjustified. In the absence of any evidence, the action of the management cannot be held to be unjustified i.e. to say that the action of the management respondent is held to be legal and justified. Award is accordingly passed. File be consigned to record room.

Dated : 5-5-05

SANT SINGH BAL, Presiding Officer

नई दिल्ली, 16 मई, 2005

का.आ. 2076.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक आफ बीकानेर एण्ड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण लखनऊ के पंचाट (संदर्भ संख्या आई.डी.-संख्या/165/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2005-को प्राप्त हुआ था।

[सं. एल-12012/237/2000-आई.आर (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 16th May, 2005

S.O. 2076.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 165/2000) of the Central Government Industrial Tribunal/Labour Court, Lucknow now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 13-05-2005.

[No. L-12012/237/2000-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present :

SHRIKANT SHUKLA, Presiding Officer

I.D. No. 165/2000

Ref. No. L-12012/237/2000-IR (B-1) Dt. 16-10-2000

BETWEEN

Sh. Veer Singh
C/o Radheysham Tewari,
107/76/ Jawahar Nagar, Kanpur

AND

The General Manager,
State Bank of Bikaner & Jaipur
H.O. Tilak Marg, Jaipur
Kaushalpuri, Kanpur (U.P.)

AWARD

The Government of India, Ministry of Labour referred the following dispute for adjudication to Presiding Officer, CGIT-cum-Labour Court, Lucknow :

“Whether the action of the management of State Bank of Bikaner & Jaipur in terminating the services

of Sri Veer Singh w.e.f. 8-3-1985 is legal and justified? If not, to what relief the workman is entitled to?”

The worker's case in brief is that the worker Veer Singh worked as Peon/Godown Watchman during 18-12-84 to 7-3-85 in Kaushalpuri branch of State Bank of Bikaner & Jaipur, Kanpur and his services were terminated on 8-3-85 without observing the provisions of I.D. Act. The worker moved an application before Asstt. Labour Commissioner (C) Kanpur and thereafter aggrieved from order of Asstt. Labour Commissioner (C) Kanpur the U.P. Bank Employees Federation including Sri Veer Singh filed a Writ Petition No. 45884/92. In the Hon'ble High Court of adjudicature at Allahabad, Hon'ble High Court passed a writ of mandamus and again the worker filed the application before Asstt. Labour Commissioner (C) Kanpur and thereafter the case has been referred vide order No. L-12012/237/2000/IR(B-1) dated 16-10-2000. Worker has alleged that he only reads and write and he was never sent any letter by the opposite party to take him back in the service. The worker has also alleged that juniors to him were retained in the service who also did not complete 90 days of work but they were put in service to complete 90 days and thereafter they were regularised. Worker has therefore prayed that court may declare that the termination order dt. 8-3-85 is illegal and improper. The worker has also prayed that he be reinstated back in service with all back wages.

The opposite party has denied the claim of workman that since the workman has not worked for 240 days in a year therefore the worker is not entitled to any benefit under section 25B of I.D. Act. The worker was appointed for a specific period and thereafter his services were terminated and there is no need to give any notice to the worker. The worker has never been appointed by competent officer instead he was appointed for specific period in absence of regular employee proceeding on leave. It is pointed out that the worker was not appointed after prescribed procedure and according to the procedure the names are invited from the Employment Exchange and after interview they are appointed on merit and without adopting above procedure no one can be employed in the subordinate cadre in the bank. It is also alleged that whenever the work increases in the bank and the permanent employee goes on leave in the circumstances to meet the administrative exigencies the bank is compelled to appoint some persons to meet the needs so that there is no adverse effect in the interest of customers and Bank. The worker's case does not fall within the purview of retrenchment it is covered under section 2(oo) (bb) in the I.D. Act. 1947. The worker does not get any right for regular appointment and in case the case of the worker is admitted it will violative of Article 14 and 16 of the Constitution of India. The opposite party has also alleged that the bank vide its letter No. per./42/87 dt. 23-4-87 provided the opportunity to all those temporary employees who were

engaged in the bank under the direction of the Govt. of India, Ministry of Finance, New Delhi and the bank also invited for the proposed test to all casual labours by publishing notice in Hindi and English News papers, published in the country and therefore the bank followed the provision of section 25H of the I.D. Act. After test the result was declared and the workers were appointed. Opposite party has also alleged that the claim is highly belated and the worker did not raise the dispute before the Tribunal. The Opposite party has alleged that it has not violated the provision of section 25G and H of the I.D. Act. It is admitted that the worker has not worked for 240 days and therefore the case of worker is not covered under section 25F and 25G of the Act. The dispute pertains to year 1984-85 where as the worker has filed the statement of claim after lapse of 16 years and in case the worker has any complaint he could have immediately approached to the court and since the claim has not been filed in time and therefore it is barred by time. The worker was never appointed on regular permanent post. It was made clear in the appointment letter that the period for which he was employed if the same is over, his services was automatically came to an end and no notice shall be needed for termination of service. The worker after understanding the contents of the appointment letter that his services for limited period, he joined the duties and now he can not raise the dispute. The worker has not filed necessary documents in support of his case and therefore it is not possible to reply the statement of claim fully. It is also stated that the worker in spite of the orders of the Hon'ble High Court passed in Writ Petition No. 45884/92 dt. 12-3-92 did not approach the competent officer within the stipulated period. It is denied that the Veer Singh was appointed on the post of Peon instead he was appointed as Godown Watchman during the period 18-12-84 to 7-3-85 when the watchman proceeded on leave. The worker never discharged the duties of the Peon. It is stated that the U.P. Bank Employees Federation was not authorised to raise the dispute of Veer Singh even then the bank vide their circular dt. 23-4-87 offer the opportunity to all causal and temporary employees to get them absorbed in the regular services. With a view to give information of test the bank notified the notice in all English and Hindi News Papers of the country and all those who completed 90 days of services after 1-1-82 but Sri Veer Singh was not qualified since he did not complete 90 working days. Regarding the details of the worker who were retained in service the Opposite party has alleged that in case the worker gives full evidence, the Opposite party can give appropriate reply. According the Opposite party has requested that the worker is not entitled to any relief.

The worker has filed the photo copies of the following documents;

1. Photo copy of appointment letter dt. 18-12-84 which shows his employment till 16-1-85.

2. Photo copy of appointment letter dt. 17-1-85 which shows the extension of his employment till 15-2-85.
3. Photo copy of appointment letter dt. 16-2-85 which shows that his employment is extended up to 7-3-85.
4. Photo copy of statement of service of Veer Singh.
5. Photo copy of receipt dt. 25-6-87.

Opposite party has filed the photo copies of the following documents;

1. Circular regarding recruitment in subordinate staff No. PER/27/78 dt. 16-5-78.
2. Circular of the Opposite party regarding temporary appointment dt. 1-11-79.
3. Circular dt. 30-3-01 regarding part time sub staff Sweeper on consolidated salary basis.
4. Circular No. PER/24/87 dt. 12-3-87 regarding subordinate staff age limitation for recruitment.
5. Govt. of India, Ministry of Finance order No. F-3-2/104/87 dt. 16-8-90 regarding recruitment and absorption of temporary employees in public sector banks.
6. Approach paper on issue of temporary employees.
7. Circular No. PER/REC/Temp/6 dt. 20-10-90.
8. Facts regarding ex-temporary employees who had put 90 or more days after 1-3-82 with prescribed proforma English and Hindi.
9. Notice of the bank dt. 24-10-90.
10. Circular No. PER/812/87 dt. 23-4-87 in English and Hindi.
11. Letter addressed to Manager (P& A) State of Bikaner & Jaipur, H.O. Jaipur.
12. Prescribed proforma of application form English & Hindi.
13. Circular PER-41/87 dt. 22-4-87.

The worker has produced his affidavit and he has been cross examined by the Opposite party. The Opposite party has filed the affidavit of Sri Brijender Lal Manager of State Bank of Bikaner & Jaipur, Kaushalpuri Branch, Kanpur, Sri Brijender Lal has also been cross examined.

Opposite party has also filed the photo copy of appointment letters and the statement of service.

Heard worker's representative. The opposite party's representative could not be heard and perused the record.

It is admitted fact that the worker has not put in more than 90 working days prior to his termination or during whole of his service. The appointment letters filed by the worker also prove that the worker Veer Singh was engaged as Godown Watchman and not as Peon. The photo copies of the appointment letters filed by the worker are best evidence of the nature of his appointment. The appointment letters proves that the worker's services came to an end on 7-3-85. The appointment letter dt. 16-2-85 makes it clear that the worker's appointment was purely temporary till 7-3-85 and his services were terminable without any notice whatsoever. It has also stipulated in the appointment letter that the bank reserves its right to terminate his services before as provided in the award. Veer Singh was directed to return duplicate of the memorandum duly signed by him as token of his acceptance on appointment on above terms and conditions. Section 2(oo)(bb) defines retrenchment as under: "retrenchment" means the termination by the employer of the service of a workman for any reason whatsoever, otherwise than as a punishment inflicted by way of disciplinary action but does not include—

- (a) voluntary retirement of the workman; or
- (b) retirement of the workman on reaching the age of superannuation if the contract of employment between the employer and the workman concerned contains a stipulation in that behalf; or
- (bb) termination of the service of the workman as a result of the non-renewal of the contract of employment between the employer and the workman concerned on its expiry or of such contract being terminated under a stipulation on that behalf contained therein; or
- (c) termination of the service of a workman on the ground of continued ill-health;

Section 25F defines conditions of retrenchment as under:

No workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until :

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be

equivalent to fifteen days average pay (for every completed year of continuous service) or any part thereof in excess of six months; and

- (c) notice in the prescribed manner is served on the appropriate government (for such authority as may be specified by the appropriate government by notification in the official gazette).

Terms and conditions of the 1st appointment letter dated 18-12-84 contains following facts :

- (a) The worker was for the fixed period of 30 days terminable on 16-1-85.
- (b) Appointment was for the fixed consolidated of Rs. 430 plus D.A.
- (c) The worker was appointed by the Branch Manager of the Bank.
- (d) Appointment contained the condition that the worker's services could be terminated before the fixed period by serving notice;
- (e) The worker shall return the duplicate copy of appointment with duly signed by him as token of his acceptance.

2nd appointment letter of appointment cum extension letter refers to 1st one dt. 18-12-84, by which the appointment period is extended upto 15-2-85 with specific clause that the services shall be terminated without notice on 15-2-85. The said letter is followed by 3rd letter in the nature of extension of service till 7-3-85 with clear stipulated that his services shall be terminated on 7-3-85 without any further notice whatsoever.

Photo copies of appointment letter has been filed by the worker himself, the originals of which must be in his possession. From the above appointment letters it is proved that he worker was appointed as Godown watchman during the period of 18-12-84 to 7-3-85 for a total of 80 days only contrary to the documentary evidence it can not be believed that he was employed as peon as well. He has alleged that his services were terminated on 8-3-85.

The simple issue before the court is whether the termination is illegal & unjustified.

The worker has stated in the statement of claim at para 11 of the statement of claim that his employment illegal and unjustified on the following grounds :

- (1) Bank is indulged in unfair labour practice by employing the class IV employees for a period of less than 90 days, so that the worker may not have opportunity to gain temporary status in the service under bipartite settlement.

- (2) The worker of peon & chowkidar is of permanent nature, but workers have been engaged as temporary on daily wage basis.
- (3) The worker was paid Rs. 1000 per month when as regular workers more wages.
- (4) Hon'ble Supreme Court has declared that the practice of employing the temporary worker is unfair labour practice.
- (5) That the juniors to the worker were allowed to complete 90 days work to get regularisation in service.
- (6) In case the worker did not complete 90 days work, they were employed to complete 90 days in other period.
- (7) Termination of service comes under unfair labour practice.

Worker has not claimed that he has been terminated even though he was completed the 240 days work prior to his disengagement.

Worker claims that he ought to have been engaged for 90 days.

The issue referred is not that whether the engagement of the worker for a period of 80 days illegal and unjustified & whether the non-employment of worker for 90 days is illegal or unjustified. This court has to confine itself to the issue referred to it by the government for adjudication. It is established law that the Tribunal can not go beyond the terms of reference made to it. Labour Court cannot travel beyond the reference made to it.

From the evidence on record it is proved that the worker was appointed by the Branch Manager, Kasuhal Puri Branch of the Bank. No instance has been shown that any one was engaged the said branch after the worker left the job on 8-3-85. From perusal of the initial appointment letter dt. 18-12-84, it is made out that it was on the application of the worker Branch Manager of Kaushalpuri appointed him for fixed period. There is no allegation to the effect that the worker after 8-3-85 applied to the Branch Manager, Kaushalpuri Branch for further engagement or he requested any other Branch Manager for engagement.

Manager of the bank Sri Brijendra Lal has in para 6 of affidavit stated that there has been no unfair labour practice on the part of bank management.

In para 7 of the affidavit stated that the engagement of workman was not made by adopting prescribed process or procedure for engaging or appointing an employee in the bank and as such on the basis of such engagement which may also be termed as back door entry. Cannot

confer any right upon the workman for claiming his permanent or regular employment or alleging termination. It is also pointed out in the affidavit that even names from Employment Exchange were not called although for making regular or permanent appointments such process is necessary. In para 8 of the affidavit the Manager has stated that it is always open to any person fulfilling the conditions & qualification etc. to apply for the post for which applications are invited. In para 9 of the affidavit it is stated that the exigency of work & also due to temporary increase in the work or on account of leave vacancy etc. engagements are made on daily wages or fixed wages or even in the regular pay scales for such period.

In para 10 of the affidavit Manager has stated that concerned workman had worked for temporary period of 80 days for which no procedure for regular appointment was adopted & the workman cannot equate himself with those who had applied against permanent post on regular basis and if any person after having gone through the prescribed procedure for regular appointment is appointed, there upon the workman cannot raise any grievance.

I have perused circular of the Bank PER/66/79 dated 12-11-79. By this circular the Head Office of the Bank has barred the Managers for appointing any employee for more than 80 days, as the Branch Managers were enabling some workman to complete 240 days.

Government of India, Ministry of Finance under its order F-3/3/104/87-IR dated 16-8-90 circulated approach paper to all public sector banks asking banks to utilise their existing panel of temporary employees and in case these employees were not taken from Employment Exchange the bank would be requested to approach to DGET directly seeking ex-employees. Government also directed that until the problem of existing temporary employees is fully redressal, no bank will be permitted to make temporary appointments. It was on the approach letter it was provided that those temporary employees who had put in minimum temporary service of 90 days more days after the cut off date i.e. 1-1-1982 will be eligible for considering under the scheme.

Thus the scheme was floated on the year 1990 & it was also after the 1990, that the workman thought that if he could have completed 90 days, he could have been eligible to get regular job. It is in these circumstances the worker after leaving the job kept silence. There appears to be nothing on the part of the management that it indulged on unfair labour practice.

Manager of the bank has stated in para 13 of the affidavit that worker after having submitted to the terms and conditions of his engagement for a short period which comes to an end automatically, the workman is estopped from challenging alleged termination of his service w.e.f. 8-3-85. The workman also did not raise any protest at the time of acceptance of his wages after the termination of

service. Not a single question is put to manager to the above facts in his cross examination by the representative of the worker.

It is admitted by the workman in his cross-examination that his name was not forwarded by Employment Exchange for employment in the Bank. It is also admitted that he was not subjected to test or interview.

In the circumstances and discussions above it is explicitly clear that the worker was engaged by the Branch Manager for a fixed period as stated earlier and his services came to an end on the expiry of 7-3-85. His services were further not extended by the Branch Manager, Kaushalpuri branch of the bank had not authority to extend it further.

Following case law are relevant on the facts of the present case :

Hon'ble High Court of Allahabad in O.M. Writ Petition No. 953/86 decided between the Manager, State Bank of India, Kanpur and Presiding Officer of Industrial Tribunal (Central) Kanpur and others has laid down the principle that where a clerk/cashier was employed only for period of 75 days, in exigencies of work and additional requirement of the bank provisions of Section 25G & 25H would not be applicable (1990 Vol. 60 FLR 672).

In another case 2002 (95) FLR 533 Hon'ble Allahabad High Court between Mohd. Islam Vs. Presiding Officer, Labour Court Agra and others has held. After considering the respective cases evidence produced by the parties. Labour Court recorded the findings that workman was employed by the employer w.e.f. 3 July 1990 and on 9-3-91 he left the job as he already got the job of Asstt. Ward Boy where he is still working. Labour Court has further recorded the findings that workman has not disputed the aforesaid fact workman absented and did not come to join the job, employer has not terminated the services and also he has completed 240 days in the calendar year, thus he is not entitled for any relief under Section 6N and 25F of the I.D. Act, 1947.

In this view of the matter, the findings recorded by the Labour Court the workman has not completed 240 days in an calendar year and further the workman is not entitled for any relief. is also affirmed.

Hon'ble High Court of Punjab & Haryana between Rajesh Sharma & Presiding Officer, Labour Court & another (2000/87 FLR 767) has held where petitioner was not appointed in accordance with rules governing recruitment but engaged on the basis of need of work, his dis-engagement can not be termed as retrenchment as he was appointed for specific period of 89 days. Facts were that the worker was appointed for 89 days from March 16, 1989 to 13 March 1989, on expiry of 89 days, his appointment was extended to further 89 days from 15th June 89 to Sept. 11, 1989 and on the expiry of this period his services automatically came to an end.

Hon'ble High Court of Kerala between President Peroorkada Service Cooperative Bank Ltd. Trivendrum and S. Sheena & others (2000 III LLJ 459) has held [(Sec 2(oo)(bb)] engagement of person for casual work to audit & accounts on daily wages for intermittent period—Denial to such persons held, could not be held retrenchment.

Hon'ble Karnataka High Court (F.B.) between Narwdaya Vidyalaya Vs. Smt. K. R. Hemavalli (2000 Lab/C 3745) has held while dealing with Section 2(oo)(bb), 25F of I.D. Act, has held that Clerk appointed on temporary basis under fixed term contract of service—Her discontinuation from service can not be treated as retrenchment even though she had worked for continuous period 240 days. While laying down the principle of law the Hon'ble Court referred following case laws;

1. Bhiklm Ram Vs. Industrial Tribunal-cum-Labour Court, Rohtak 1995 Lab. I.C. 2448 (P&II) : 1996 Lab. LR 259.
2. M. Venegopal Vs. Div. Manager LIC of India AIR 1994 SC 1343.
3. Anand Bitare Vs. Rajasthan SRTC 1991 Lab IC 494 AIR 1999.
4. H.D. Singh Vs. Reserve Bank of India 198 Lab IC 1733; AIR 1986 SC 132.

Delhi High Court also in Amit Yadav & others Vs. Delhi Vidyut Board (2000 Lab IC 626) has held contractual appointment comes to an end by efflux of time on completion of fixed duration. Appointee has no right to remain as post beyond contract period.

Again Hon'ble Supreme Court in Harmohndeo Singh Vs. Kharga Canteen Ambala Cantt. (2001 Lab. I.C. 2391) has laid down "In Section 2(oo)(bb) which expressly excludes termination of the service of a workman as a result of non renewal of the contract of employment between the employer and the workman concerned on its expiry of or such contract being terminated under a stipulated in that behalf contained there on". Contract of service for a fixed term are therefore excluded. This court in Upton case (1998 AIR SCC 1447) 1998 SC/681 : 1998 Lab. I.C. 1543 : 1998 ALL LJ 1099 (Supra) has also held that the principle of natural justice are not applicable where the termination takes place on the expiry of contract.

In this regard it is necessary to highlight the latest case law 2003 (99) FLR 97 of Allahabad High Court between State of U.P. & Presiding Officer, Labour Court, Agra & others has held while dealing with Sec. 2(oo)(bb) of I.D. Act, 1947 that Non-renewal of contractual employment, does not amount to retrenchment.

Hon'ble Supreme Court in Escorts Ltd. Vs. Presiding Officer and another (1998 Supreme Court cases L&S 235) has laid down that since the service of the workman were terminated as per the terms of contract of employment it

does not amount to retrenchment under section 2(oo) of the I.D. Act. the Labour Court was in error in holding that it constituted retrenchment & was protected by section 25F & 25G of the Act.

Similarly on there are following case laws have laid down that termination for non renewal of contract of employment is not retrenchment.

1. 2000 (86) FLR 142 Kerla High Court (DB) between Manager Jai Bharat Printers & Publisher Ltd. Calcutta & Labour Court, Kozhikode & another.
2. 20003 Lab I.C. No. 70 (Ori) Divisional Manager Orissa State Cashew Development Corporation Vs. Presiding Officer, Labour Court.
3. 2000 (84) FLR 410 Madhya Pradesh High Court, Indane Bench Between M.P. Electricity Board & Presiding Officer & others.
4. 2001 (90) FLR 873 between M.P. Electricity Board & another and Dinesh Kumar Agrawal (Supreme Court)
5. 2001 (90) FLR 528 Gujrat High Court between Naresh Kumar Man Lal Parmar Vs. ONGC Ltd. & another.

Worker Veer Singh was appointed by the Branch Manager, Kaushalpuri Branch of State Bank of Bikaner & Jaipur. In such circumstances Branch Manager Kaushalpuri branch of the bank became employer of Veer Singh. It has not been alleged that any one else in his place has been appointed as Godown Watchman. After his contractual employment came to an end. In case there was a single instance any one else has been appointed as Godown watchman after 7-3-85 Veer Singh could have a chance. In para 11(5) of the statement of claim that any others were juniors to him were retained in the service is not clear. The worker has example of Sham Nath. According to worker himself Sham Nath worked in 1980-81 and he was again employed on 1986-87. It is not disclosed to on what post and in which branch of the bank he was employed in 1980-81. On worker's own statement Sham Nath was employed in 1980-81 he can therefore be not junior to the worker Veer Singh. Worker has cited an example of Ram Chandra Savita and has stated the his 90 days worked was got completed in 1986-87 of Geeta Nagar branch of the bank. When Ram Chandra Savita was first employed is not mention more over it is not alleged that he was employed in Kaushalpur Branch of the bank.

Veer Singh has given example of some other persons in the same para but has not stated the relevant period of work. Even in the affidavit it is not alleged that any one else was appointed as Godown watchman after 7-3-85.

Worker Veer Singh although in para 2 of the statement of claim has stated that he worked w.e.f. 18-12-84 to 7-3-85 in para 3 of the statement of claim he has stated that he was terminated on 8-3-85 but in the cross-examination he falsely states "18-12-84 से 7-3-85" तक ही मैंने काम नहीं किया बल्कि अधिक दिनों तक किया"

Sir Brijendra Lal was produced by the management for cross-examination but the worker's representative did not give any suggestion that any one else was appointed in temporary capacity after 7-3-85.

It can not be said that the worker worked in any other capacity then Godown watchman during 18-12-84 to 7-3-85.

This is admitted fact that the worker was not appointed against any permanent vacancy of Godown watchman. The worker could not be believed that he worked as peon also.

The worker has admitted in the cross-examination that his name was not sent by the Employment Exchange neither he was subjected to test and interview where as the worker's are appointed by the bank after complying the prescribed procedure and no procedure for regular appointment was followed. From the evidence on record and I also come to the conclusion that the exigencies of work he was given contractual appointment.

On behalf of the worker 1997(76) FLR page 393 Oriental Bank of Commerce and Union of India & others have been cited where in worker's case was that there was permanent vacancy of clerk on which they were appointed for indefinite period their appointment was to make the work of permanent nature those appointment was temporarily and they were entitled to continue of the post. The clerks worked in the bank 80 to 90 days. In that case it was proved that new hands were recruited in place of the clerk and no opportunity to the concerned workman was given and this fact was not disputed. In the present case firstly it is not a case of clerk but of watchman secondly it is not alleged nor proved that any one else was appointed as Godown watchman in the Kaushalpuri branch of the bank. In the circumstances the said case law does not help the worker. There are many case laws which have been cited above in page No. 10 to 12 by which guides us to conclude that worker's employment was for a fixed period & the services were terminable on 7-3-85 and it did not need any termination order. Issue is accordingly answered. Worker is not entitled to any relief.

Lucknow :

नई दिल्ली, 16 मई, 2005

का.आ. 2077.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भारतीय स्टेट बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-I, चण्डीगढ़ के पंचाट (संदर्भ संख्या आई.डी.सं. 302/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/125/2004-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 16th May, 2005

S.O. 2077.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 302/2004) of the Central Government Industrial Tribunal/Labour Court-I, Chandigarh now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of State Bank of India and their workman, which was received by the Central Government on 13-05-2005.

[No. L-12012/125/2004-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH

Case No. I.D. 302/2004

The General Secretary,
SBI Staff Congress,
House No. 3030/44-D,
Chandigarh ... Applicant

Versus

The Chief General Manager,
State Bank of India,
Local Head Office,
Sector-17, Chandigarh ... Respondents

Appearances :

For the workman : Workman not present, his advocate J.G Verma is present.

For the management : Shri Sanjiv Kumar Advocate

AWARD

Passed on 4-5-2005

Central Govt. vide notification No. L-12012/125/2004/IR (B-1) dated 21-10-2004 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of State Bank of India, Chandigarh to alter accepted date of

birth of Shri Ranjit Singh w.e.f. 10-3-1944 just one year before retirement is illegal and unjustified? If not, to, to what relief the concerned workman is entitled to and from which date?”

2. Advocate of the management requested for dismissal of this case as workman not taking interest and has not filed the claim statement. Shri J.G. Verma advocate submits that workman Ranjit Singh has not contacted him in this case at all. He submitted that in the reference the workman Ranjit Singh has given the address as H. No. 3030, Sector 44/D, Chandigarh and registered A.D. notice was received by the office as AD is on record. But Shri Verma submitted that workman has not contacted him in this case and he also cannot find out the present address as not available with him and learned court may take any decision. In view of the above submission and my perusal of the record, I found that address of the workman has been given, to which is address of Shri J.G. Verma and is residing and the address of workman is not available and Shri Verma stated that the workman has not contacted him for this case. It appears that workman is not interested to contest this reference. In view of the above, the present reference is returned to the Central Govt. for want of prosecution Central Govt. be informed. File be consigned to record.

Announced RAJESH KUMAR, Presiding Officer

Dated 4-5-2005

नई दिल्ली, 16 मई, 2005

का.आ. 2078.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार स्टेट बैंक बीकानेर एंड जयपुर के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या केस सं. सी जी आई टी 32/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2005 को प्राप्त हुआ था।

[सं. एल-12012/288/2003-आईआर(बी-1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 16th May, 2005

S.O. 2078.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT-32/2004) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of State Bank of Bikaner & Jaipur and their workman, which was received by the Central Government on 13-5-2005.

[No. L-12012/288/2003-IR (B-1)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JAIPUR**

Case No. CGIT-32/2004

Reference No. L-12012/288/2003 (IR(B-1))

The President,
All Bank Safai Karamchari Sangh,
50/138, Rajat Path,
Mansarovar,
Jaipur-302001

... Applicant—Union

Versus

The General Manager (Operation),
State Bank of Bikaner & Jaipur,
Head Office,
Tilak Marg, C-Scheme,
Jaipur.

... Non-applicant

Present

Presiding Officer : Sh. R.C. Sharma

For the applicant : None

For the non-applicant : Sh. Anurag Agarwal.

Date of award : 21-4-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether for the union of full scale of wages to Shri Rajkumar working in State Bank of Bikaner & Jaipur at Shekhawat Branch, Sikar as PTS since 1-3-1992 is justified? If so, what relief the workman is entitled to and from which date?"

2. The applicant-union in its claim statement has pleaded that the workman Sh. Rajkumar is working with the non-applicant bank as a part-time Sweeper w.e.f. April, 1988 and in the year 1992, a bipartite settlement was held between SBBJ Employees Coordination Committee and the management of non-applicant bank and the norms for fixation of the wages were settled. The workman was discharging his duties as part-time Safaiwala on one-third pay-scale from April 1988 and after issuance of the circular by the bank management, his pay-scale was revised from one-third to three-fourth w.e.f. 1-3-1993. In terms of this circular, a Sweeper who has to clean an area of more than 5000 sq. ft. and has to work for more than 29 hours per week was made entitled to full-time Sweepers w.e.f. 1-3-1992. It is further stated that the workman was cleaning more than 5000 sq. ft. at the ground floor and the first floor of the branch regularly and is working for more than

29 hours a week, who is entitled to get the wages in full scale w.e.f. 1-6-2003. He has urged that the difference from the period 1-3-92 to 1-6-2003 be awarded to him.

3. Disputing the claim, the non-applicant in his written statement has stated that since the workman had not raised the demand before the management, therefore, he is not entitled to get the said relief. It has been further stated that the pay-scale of the workman was revised from 1/3 to 3/4 w.e.f. 1-3-93 which was accepted by the workman without any objection and after a lapse of about 6 years, he has raised the dispute. It has been denied that the workman was cleaning an area of more than 5000 sq. ft. and has stated that he never worked for more than 6 hours per day.

4. The case was fixed for filing the affidavit of the workman on 23-3-2005. On this date, none appeared on behalf of the workman and the case was again posted for filing the affidavit of the workman on 13-4-2005 and thereafter on 21-4-2005. On all these three consecutive dates scheduled for filing the affidavit of the workman in evidence, he did not put his appearance and no reason could be assigned for his non-appearance. Therefore, on 21-4-2005, his evidence was closed. The non-applicant has chosen not to adduce any evidence.

5. I have heard that 1d. representative for the non-applicant and have scanned the record.

6. Evidently, the workman has not endeavored to bring any material on record to substantiate his plea and has not even filed his affidavit in the evidence. Therefore, it is a case of no evidence and the workman has failed to establish his right. Accordingly, he is entitled to no relief.

7. Consequently, the reference is answered in the negative against the workman and in favour of the management and it is held that the demand of the Union for full scale of wages to the workman Sh. Rajkumar since 1-3-1992 is not justified. The claim of the workman is dismissed. An award is passed in these terms accordingly.

8. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 16 मई, 2005

का.आ. 2079.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार उत्तरी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण जयपुर के पंचाट (संदर्भ संख्या केस सं. सी जी आई टी 59/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-5-2005 को प्राप्त हुआ था।

[सं. एल-41012/196/2003-आई.आर. (बी-1)]

अजय कुमार, डैस्क अधिकारी

New Delhi, the 16th May, 2005

S.O. 2079.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Case No. CGIT-59/2003) of the Central Government Industrial Tribunal/Labour Court, Jaipur now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Northern Railway and their workman, which was received by the Central Government on 13-05-2005.

[No. L-41012/196/2003-IR (B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-
CUM-LABOUR COURT, JAIPUR**

Case No. CGIT-59/2003

Reference No. L-41012/196/2003-IR(B-1)

Versus

Divisional Railway Manager,
Northern Railway,
Bikaner-334001. Non-applicant

Present :

Presiding Officer : Sh. R.C. Sharma
For the applicant : Sh. Shiv Avtar Singh
For the non-applicant : Sh. Balvinder Singh
Date of award : 12-4-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Sections (1) and (2A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the Northern Railway, Bikaner in removing from the services of Shri Karni Singh w.e.f. 12-3-1999 is legal and justified? If not, what relief the workman is entitled and from which date?"

2. The workman in his statement of claim has pleaded that he was appointed on 19-5-1980 as a Cleaner in the North West Railway, who was chargesheeted on 28-9-97 with the allegation that he remained on unauthorized leave w.e.f. 24-4-97 and after holding the disciplinary enquiry against him, his service was terminated vide order dated

12-3-99 Challenging his termination order the workman has further stated that he suddenly fell sick on 24-4-97 and it was intimated to the Station Superintendent, Suratgarh. After recovery of his illness he appeared before the Station Superintendent, Suratgarh and submitted his sickness certificate from 24-4-97 to 25-11-97, who was referred to the Divisional Medical Officer, Suratgarh, in whose treatment he remained from 3-12-97 to 15-5-98. When he reported for duty on 16-5-98 before the railway authority he was declined to join the duty and was orally intimated that his service was terminated. The workman has further averred that the charge levelled against him that he had never replied to the notices dated 18-6-97 and 3-7-97 is totally wrong and it is stated that these notices were not served upon him. He has urged that his terminated order be set aside and he be reinstated in service with its continuity and all other consequential benefits.

3. Resisting the claim, the non-applicant in his written counter, has averred that the workman remained unauthorisedly absent from 24-4-97 without prior intimation to the authority and the disciplinary proceeding was initiated against him, whose service was terminated vide order dated 12-3-99. It has been further pointed out that during the period of his absence no residential address was furnished on behalf of the workman, who continuously absented himself from 24-4-97 and even did not put his appearance before the railway doctor on 15-5-98. Resultantly, he was discharged by the railway doctor and without any intimation to the railway authority he approached to the private doctor for his medical treatment.

4. In the rejoinder, the workman has reiterated the same facts as stated in the statement of claim.

5. After hearing both the parties on the preliminary issue of fairness of domestic enquiry, this Court vide its order dated 4-10-2004 declared the domestic enquiry to be defective and unfair. The management was permitted to lead the evidence to justify the charges levelled against the workman.

6. On behalf of the railway, the affidavits of MW-1, Hussan Abbas, MW-2, Rajeev Balia, MW-3, Badri Prasad, MW-4, CR Kumawat have been brought on the record. The workman has submitted his counter-affidavit and has examined himself as WW-1. All these witnesses were cross-examined by the opposite representatives respectively.

7. I have heard both the parties and have scanned the record.

8. The 1d. representative for the non-applicant railway contends that the Station Superintendent Sh. Rajeev Balia had issued a letter to the higher authorities regarding the absence of the workman and the show-cause notice was served at his permanent address as well as it

was pasted on the notice board in the officer. The Ld. representative further contends that the charges levelled against him are fully proved and the earlier officer under whose the workman was posted has been retired. His submission is that MW-3, Rajeev Balia is fully aware of the facts of the case who has proved the charges. The next contention of the Id. representative is that the workman had never given any information regarding his leave and when he appeared before the concerned Station Master he was asked to get himself medically examined by the railway doctor, but he never turned up before him and the sickness certificates produced by the workman are afterthought.

9. Countering these submissions, the Id. representative for the workman contends that two charges were levelled against the workman regarding his unauthorized absence from 24-4-97 onwards and that he had not replied to the notices of the railway management. His contention is that subsequent charge has not been proved on the count that the notices were not served on the workman. So far as the charge relating to unauthorized absence is concerned, the Ld. representative contends that the report dated 8-8-97 of the Station Superintendent has not been filed which was the basis of the charge and the then Station Superintendent, Suratgarh has also not been examined in support of the charges. His further contention is that the officers, who have been examined by the railway, are those officers under whose subordination the workman had never been posted. Thus, as per his contention the material documents and witnessses have not been examined. The Ld. representative then has contended that the workman in order to prove his defence plea that he was sick during this period, had filed his sickness certificates and this fact has been admitted by the non-applicant that he was ill. Lastly, the Ld. representative has contended that looking to the unblemished service record of the workman, the punishment of termination from the service imposed upon him is disproportionate.

10. I have given my anxious consideration to the rival contentions and have gone through the judicial verdicts cited before me.

11. The chargesheet dated 28-9-97 levels two charges against the workman. Firstly, that the workman remained on unauthorized leave w.e.f. 24-4-97 onwards and that had not replied to the show cause notices dated 18-6-97 and 3-7-97.

12. MW-1 Hussan Abbas is the Sr. Railway Clerk, Suratgarh Railway Station, who has stated that

the workman absented himself from the duty w.e.f. 24-4-97 and the notice was pasted on the notice board on 28-9-98. MW-2, Rajeev Balia is the Station Superintendent, Suratgarh who has stated that the workman had worked under his subordination who absented homself from 24-4-97 without prior intimation and the report Ex-P-1 was submitted by him to the higher authorities. He has also deposed that the notices were pasted on the notice board in the office. In his cross-examination this witness has admitted that he is not personally aware of the facts of the present controversy. MW-3, Badri Prasad is the Traffic Inspector, Hanumangarh who was appointed as the Enquiry Officer in this case and who has deposed as to how the enquiry was conducted by him. His testimony has no relevancy since the domestic enquiry was declared defective and unfair by this Court. MW-4, CR Kumawat is the Divisional Railway Manager who has deposed that information Ex. M-1, in respect of the workman's absence was received in his office.

13. Thus, MW-1, Hussan Abbas, MW-3, Badri Prasad and MW-4, CR Kumawat are the formal witnesses.

14. So far as the service of the notices dated 18-6-97 and 3-7-97 on the workman is concerned, no material evidence could be led by the non-applicant railway indicating that these notices were served on the workman. In the absence of the service of these notices on the workman, he was not legally bound to reply them. Hence, this charge could bot be proved by the management in the absence of relevant evidence.

15. Now, I switch over the another charge regarding unauthorized absence of the workman.

16. Although the Id. representative for the workman has rightly contended that the report dated 8-8-97 of the Station Superintendent has not been brought on the record. yet on facts as narrated supra, it is not in dispute that the workman had absented himself from his duty w.e.f. 24-4-97 onwards. This fact has been categorically deposed by MW-2, Rajeev Balia who happens to be the Station Superintendent, Suratgarh and whose deposition is based on the official record.

17. Now, the next question which I am called upon to adjudicate is whether the workman has been able to render an explanation of his absence from the duty ?

18. The workman's stand is two fold. Firstly, that he had addressed postcards to the concerned authorities

about his illness and secondly, that he has submitted the medical certificates to substantiate his plea that he was sick during the period in question.

19. So far as writing postcards to the concerned authorities is concerned, admittedly the workman has failed to bring any proof thereof on the record. Regarding his illness the workman has submitted five medical certificates in his favour. Ex. W-1 is the certificate issued by one Vaidya named Sh. Vdyasagar of Bikaner, which says that he is sick from 23-4-97 to 2-5-97 and is fit report on duty w.e.f. 3-5-97. It does not carry the date of its issuance in it. The second medical certificate Ex. W-2 was issued by one doctor named Sh. Vasudev Singh, Physician and Surgeon at Bikaner, which indicates his sickness from 2-5-97 to 23-11-97 and was issued on 23-11-97. Ex. W-3, medical certificate was issued by Dr. Vasudev Singh on 22-2-2000 showing him to be ill from 27-12-98 to 22-2-2000 and the medical certificate Ex. W-4 issued by the same doctor exhibits the workman's sickness from 16-5-98 to 22-2-2000. The period of both these certificates is nearly the same, which were issued by Dr. Vaudev on 22-2-2000 respectively. The last medical certificate Ex. W-5 was again issued by Dr. Vasudev Singh on 9-3-2000 showing the period of workman's illness from 1-3-2000 to 9-3-2000.

20. Thus, these certificates have been issued by the private medical practitioners who have not been examined on behalf of the workman nor the workman has brought on the record the prescription slips and medical bills to strengthen his plea that he was ill during these spells. These medical certificates are also silent on the ailment the workman had suffered from. Therefore, these are shrouded with doubts and cannot be presumed to be genuine documents.

21. On behalf of the workman, it has also been contended that he had remained under the medical treatment of the medical officer, Suratgarh from 3-12-97 to 15-5-98. But in support of this plea, no sickness certificate/fitness certificate issued by the medical officer, Suratgarh could be placed on the record on behalf of the workman. As stated earlier, the averment made by the workman in this respect has been denied on behalf of the railway management by categorically stating that he never turned up before the medical officer, Suratgarh for his medical treatment. The averment of the workman that he reported for duty on 6-5-98 but he was declined to join the duty, also stands uncorroborated from the record.

22. On an analytical examination of the materials available on the record, the workman has failed to satisfy

the Court regarding his unauthorised absence from the duty w.e.f. 24-4-97 and he could not be able to render any reasonable explanation of his absence. Resultantly, the factual position of his unauthorized absence as depicted above, which is undisputed, stands proved against the workman.

23. Now, I advert to the question whether the punishment imposed on the workman is disproportionate looking to the gravity of the misconduct levelled against him.

24. The ld. representative for the workman submits that the workman has unblemished service record and the punishment of termination is harsh and disproportionate. On the other hand, the ld. representative for the non-applicant while referring to the decisions RLW 1998(3) Rajasthan 1479; 2001 (2) WLC (Rajasthan) UC 227 and 2001 WLC Rajasthan UC 780 has contended that the punishment of termination inflicted on the workman is not disproportionate looking to the nature of the misconduct levelled against him.

25 I have carefully gone through all these judicial verdicts wherein the Hon'ble Rajasthan High Court has considered the unauthorized absence of the workman from the duty as a grave misconduct and in these cases the punishment of the termination imposed on the petitioners was not interfered with. Hence, looking to the facts of the case the submission set forth on behalf of the non-applicant railway is supported by the views expressed by the Hon'ble Court in the decisions supra and no interference is warranted in the impugned punishment order.

26. On a carefully examination of the evidence and materials available on the record, the non-applicant railway has succeeded in establishing the misconduct of unauthorized absence from duty levelled against the workman and no interference is warranted in the punishment order.

27. Consequently, the reference is answered in the negative against the workman and in favour of the railway management and it is held that the removal of the workman from the service w.e.f. 12-3-99 is legal and justified. The claim of the workman is rejected. An award is passed in these terms accordingly.

28. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 16 मई, 2005

का.आ. 2080.—ऑड्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑड्योगिक विवाद में केन्द्रीय सरकार ऑड्योगिक अधिकरण/श्रम न्यायालय नं. 2, धनबाद के पंचाट (संदर्भ संख्या 193/98) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-05-2005 को प्राप्त हुआ था।

[सं. एल-42011/10/92-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 16th May, 2005

S.O. 2080.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 193/98) of the Central Government Industrial Tribunal/Labour Court, No. 2, Dhanbad now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of All India Radio and their workman, which was received by the Central Government on 16-05-2005.

[No. L-42011/10/92-IR/(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL (NO. 2) AT DHANBAD

PRESENT:

SHRI B. BISWAS, Presiding Officer

In the matter of an Industrial Dispute under Section 10(1)(d) of the I.D. Act., 1947

Ref. No. 193 of 1998

PARTIES : Employers in relation to the management of All India Radio, Bhagalpur and their workman.

APPEARANCES :

On behalf of the workmen : Mr. D. Mukherjee
Advocate

On behalf of the employers : Mr. C.M. Prasad,
Advocate

State : Jharkhand Industry : All India Radio

Dated, Dhanbad, the 19th April, 2005.

AWARD

The Government of India, Ministry of Labour, in exercise of the powers conferred on them under Section 10(1)(d) of the I. D. Act., 1947 has referred the following dispute to this Tribunal for adjudication. Vide their Order No. L-42011/10/92-IR(DU), dated, the 27th October, 1998.

SCHEDULE

"Whether the action of the management of All India Radio, Bhagalpur in terminating the services of the following workmen is legal and justified ? If not, to what relief the workmen are entitled ?"

1. Laxmi Narayan Yadav
2. Haldhar Prasad Choudhary
3. Bankim Chandra Sinha
4. Anil Mehetar
5. Pavan Kumar Ram
6. Pradeep Kumar Sah
7. Mahesh Paswan
8. Dilip Kumar Sah
9. Bhagwan Pandey
10. Pradip Lal
11. Charan Murmur
12. Basuki Mitra

2. The case of the concerned workmen according to the Written Statement submitted by them in brief is as follows :

It has been submitted that the concerned workmen viz. Laxmi Narayan Yadav, Haldhar Prasad Choudhary, Bankim Chandra Sinha, Anil Mehetar, Pavan Kumar Ram, Pradeep Kumar Sah, Mahesh Paswan, Dilip Kumar Sah, Bhagwan Pandey, Pradip Sah, Charan Murmur and Basuki Mitra were engaged by the management as permanent workmen against permanent vacancy w.e.f. 1-6-84, 1984, 1-2-87, 1985, 1989, 1987, 1980, August, 1987 November, 1988, June, 1989, 1985 and 1-12-1988 respectively. They submitted that since their joining under the management they worked continuously till 1-12-1990 and during the said period they put their attendance for more than 240 days in each calendar year. They alleged that management illegally and arbitrarily terminated their services orally w.e.f. 1-12-90 without assigning any reason and also without complying the mandatory provision of Section 25F of the I.D. Act, 1947. It has been submitted that after their termination they submitted representation to the management with prayer for their reinstatement in service but that went in vein. Accordingly they raised an Industrial dispute before the Conciliation Officer for conciliation but in the said conciliation proceeding no fruitful result yielded. Hence, the instant reference case was initiated. Accordingly the concerned workmen submitted their prayer to pass award directing the management to reinstate the concerned workmen with full back wages.

3. Management on the contrary after filing Written Statement-cum-rejoinder have denied all the claims and allegations which the concerned workmen asserted in their Written Statement. They submitted that the concerned workmen were engaged as daily rated workers as and when

required for performing casual nature of job and accordingly question of terminating their services never arose. They submitted further that they are not running any industry and the workmen employed by the management are bound by the terms and conditions as daily rated casual. They cannot take recourse to Industrial Disputes Act, 1947 and cannot raise individual disputes on the pretext that they were not provided employment on regular basis and their services were terminated arbitrarily. Management further submitted that they engaged four casual workers viz. S/Shri Anil Mehetar (S. No. 4) Haldhar Prasad Choudhary (S. No. 2), Mahesh Paswan (S. No. 7) and Laxmi Narayan Yadav (S. No. 1) in the year 1984 for performing miscellaneous jobs of casual nature on daily rated basis. They disclosed that from 1984 to 1988 the establishment of All India Radio at Bhagalpur was located in a rented building and during that period the building of the establishment was under construction. They newly constructed building of the management was handed over by Contractor on 12-4-88 and thereafter necessary alterations, modifications of the building, shifting of materials from the hired building to the permanent building were carried on and in that process the concerned workmen were engaged on different casual nature of job on daily rated basis. They submitted that after taking possession of the permanent building of the establishment management engaged casual labours for digging soil, levelling the grounds, growing grass for the lawns and for growing various plants in the garden for beautification and improvement of surroundings. In that process, the casual labourers were engaged on plantation jobs and various incidental jobs connected with plantations, making garden and lawn etc. After completion of all such jobs there was no requirement of engagement of a large number of casual labourers and as such all the persons could not be provided engagement sufficiently to enable them to earn their livelihood. They submitted further that they owned one outdoor Broadcast Van in the year 1992 and a diesel generating set for producing electricity. They disclosed that though there was no sanctioned post of diesel engine driver for operating Diesel Generating Sets as well as for driving the outdoor Broadcast van Dilip Kumar Sah (S. No.8) was appointed as Diesel Engine driver w.e.f. 25-11-1992 and he is continuing as such on regular basis. Accordingly there is no question of any grievance on his part against the management. They submitted that one Banarsi Ram was a regular staff under the management. As he died in harness his son Pavan Kumar Ram (S1. No.5) applied for his employment on compassionate ground in place of his father and he was appointed as LDC w.e.f. 26-4-95 and still he is working under the management. Again Haldhar Prasad Choudhary (S1. NO.2) was initially engaged as casual labour but subsequently was engaged as Peon to work as substitute during leave and sick vacancy of permanent peons. When a permanent vacancy of Peon occurred in 1994 he was

selected and appointed as Peon w.e.f. 28-9-1994. He was the senior most casual labour engaged from 1984. Again Anil Mehetar (Sl. No.4) was engaged as casual Sweeper at Doordarshan Maintenance Centre and is still working there as casual sweeper. So also Mahesh Paswan (Sl. No.7) is working as Casual Peon at Doordarshan Maintenance Centre at Bhagalpur after establishment of that Centre was separated from All India Radio from 1992. They submitted that workman Charan Murmu (Sl. No.11) joined at Bhagalpur Head Post office as Class IV employee and he is still continuing his service there. He was relieved by the management and provided with the certificate for providing him as Class IV employee.

They disclosed that workmen Bankim Chandra Sinha (S.No.3), P.K. Sah (S.No. 6) and Bhagwan Pandey (S.No.9) were engaged for carrying temporary electrical works during the period from 1988 to 1990 as they possess Wireman's certificate. They disclosed that as they have competent technicians possessing diploma in Electrical Engineering as well as supervisory certificate and Wireman's permit they could not provide these three workmen on casual jobs and for which they were unable to engage them in their establishment. However, they are performing electrical jobs in the market regularly. They submitted that they did not terminate the services of these three electricians any day. They are not in a position to provide them jobs due to non-availability of the same. However, they consider their engagement if future jobs are available under them. The rest three workmen, they submitted, were purely unskilled labours who were engaged in daily rated basis purely for performing the jobs like digging earth, watering the plants and the grass and doing other miscellaneous jobs only at the initial stage of preparation of soil, ground and establishment of the garden. As they have permanent gardener and other staff for doing day to day maintenance of the garden lawn and buildings the scope for their engagement is limited. However, there is no bar on their part to engage them in future if and when casual nature of job are available.

In conclusion they submitted that casual and temporary workers have no right for demand of regular employment and the management have no obligation to provide regular employment to such persons. As per conditions of employment they were provided jobs as and when available and some of them were engaged against future vacancies. They categorically denied the fact that they never terminated the services of the concerned workmen and for which the claim which they have made is not justified in the eye of law and for which they are not entitled to get any relief in view of their prayer.

4. POINTS TO BE DECIDED

“Where the action of the management of All India Radio, Bhagalpur in terminating the services of the following workmen is legal and justified ? If not, to what relief the workmen are entitled ?”

1. Laxmi Narayan Yadav
2. Haldhar Prasad Choudhary
3. Bankim Chandra Sinha
4. Anil Mehtar
5. Pavan Kumar Ram
6. Pradip Kumar Sah
7. Mahesh Paswan
8. Dilip Kumar Sah
9. Bhagwan Pandey
10. Pradip Lal
11. Charan Murmu
12. Basuki Mitra

5. It transpires from the record that sponsoring union with a view to substantiate their claim examined one witness as WW-1 who is also one of the concerned workman. Management on the contrary in support of their claim examined three witnesses viz. MW-1, MW-2 and MW-3. Considering the facts disclosed in the pleadings of both sides and also considering evidence on record and also considering documents marked as exhibits I find sufficient ground to hold that all the concerned workmen were engaged as casual workers by the management. In the Written Statement submitted by the management it transpires clearly that in the year 1984 to 1988 the establishment of All India Radio at Bhagalpur was located in a rented building and during that period the building of the establishment was under construction. They newly constructed building of the management was handed over by the contractor on 12-4-1988 and thereafter necessary alterations, modifications of the building, shifting of materials from the hired building to the permanent building of the management were carried on and in that process the concerned workmen were engaged in different casual nature of job on daily rated basis. Therefore, these very facts disclosed in the Written Statement admits the claim of the concerned that they were engaged by the management as casual workers. It is also evident from the documents marked as Ext. M-2 and M-4 that the management called for the names of some persons from the Employment Exchange for their engagement as casual workers. In response to the said letters the Employment Exchange forwarded the names of some persons to the management which during evidence of MW-3 were marked as Ext. M-3 and M-4/1 respectively. From the list sent by the Employment Exchange I find names of some workmen who were subsequently interviewed by the management marked as Ext. M-5 to M-5/6. It further transpires from the documents marked as Ext. M-6 and M-7 that management published a list of 22 workmen who had been selected for casual employment as casual labour (Technical) in the interview held on 19-12-88 at All India Radio, Bhagalpur. Out of these lists name of Bankim Chandra Sinha, Dilip

Kumar Sah, Basuki Pd. Mitra, Bhagwan Pandey, Pawan Kumar Ram, Pradip Lal, Pradip Kumar Sah appears who have been considered as concerned workmen in this case. Order in respect of Laxmi Narayan Yadav (Ext. M-8) was issued separately vide order dtd. 10-5-84. Laxmi Narayan Yadav was also one of the concerned workman in this case. From the selection list or from any other papers I do not find the name of Haldhar Prasad Choudhary, Anil Mehtar and Mahesh Paswan where they were engaged by the management to work as casual workers. Management in their written statement categorically admitted that the concerned workman Dilip Kumar Sah (Sl. No. 8) was appointed as Diesel Engine Driver w.e.f. 25-11-92 and he is very much in service under the management. Again Pawan Kumar Ram Sl. No. 5 was appointed as L.D.C. w.e.f. 26-4-95 and is working in that capacity under them. It has been further admitted by the management in para-12 of the Written Statement that Haldhar Prasad Choudhary was initially engaged as casual labour but was subsequently engaged as Peon to work as substitute during leave and sick vacancy of permanent Peon. Subsequently w.e.f. 28-9-94 he was regularised as Peon. They further submitted that the concerned workmen Anil Mehtar (Sl. No. 4) and Mahesh Paswan (Sl. No. 7) are attached to Doordarshan Maintenance Centre and they are ill working whereas casual sweeper and casual Peon respectively. Again in respect of concerned workman Charan Murmu (Sl. No. 11). Management in para-15 of the Written Statement submitted that he joined at Bhagalpur Head Post Office as Class IV employee and he is continuing at that place. He was relieved by the management and provided the certificate for his regular employment at Bhagalpur Head Post Office as Class IV employee. Therefore, it is clear that excepting Charan Murmu five other concerned workmen named above are working under the management and also under Doordarshan Maintenance Centre. Only concerned workman Charan Murmu leaving the job of the management joined at Bhagalpur Head Post Office as Class IV employee and that has been affirmed by the management. Sponsoring union in course of hearing did not consider necessary to examine Charan Murmu to verify the statement of the management about his working at Bhagalpur Head Post Office as Class IV employee. As there was no rebuttal on that point there is sufficient reason to consider that Charan Murmu is now working at Bhagalpur Head Post Office as Class IV employee. In respect of other five concerned workmen whose names I have already mentioned above, management admitted that they are working under the management. Therefore, I think there is no scope to consider if they are entitled to get the Award in their favour or not. The representative of the sponsoring union in view of the facts admitted by the management submitted that in the circumstances it is to be looked into whether the rest six workmen viz. Laxmi Narayan Yadav (Sl. No. 1), Pradip Lal (Sl. No. 10) Pradip Kumar Sah (Sl. No. 6), Bhagwan Pandey (Sl. No. 9), Bankim

Chandra Sinha (Sl. No. 3) and Basuki Mitra (Sl. No. 12) are entitled to get any relief in view of their prayer or not ?

6. It is seen from the documents marked as Ext. M-6 and M-7 that out of the six workmen four workmen viz. Pradip Lal, Pradip Kumar Sah, Bhagwan Pandey and Basuki Mitra were selected for casual employment as casual labour (Technical) in the interview held on 19-12-88 at All India Radio Bhagalpur. Considering the documents marked at Ext. M-2, M-3, M-4 and M-4/1 there is also no dispute to hold that the management not only called for the names from the Employment Exchange for appointment of casual workers but also Employment Exchange forwarded the names of suitable candidates including the concerned workmen as named above to the management in that regard. From the documents marked as Ext. M-8 it transpires that Laxmi Narayan Yadav got his appointment as casual worker by order dt. 10-05-84. Therefore, it is clear that four workmen named above while started working under the management as casual worker after 1988 one worker i.e. Laxmi Narayan Yadav started working under the management since June, 1984. It is the contention of the representative of the sponsoring Union since their engagement the concerned workmen worked under the management for more than 240 days in each year. It is seen that management in support of the attendance of these six concerned workmen submitted relevant document marked as Ext. M-1 to M-1/4. It is seen from the documents marked as Ext. M-1/3 to M-1/4 that the six concerned workmen worked more than 240 days in each year during the period in question. It is the specific allegation of the sponsoring union that the management illegally and arbitrarily terminated their services w.e.f. 1-12-90 without assigning any reason and without complying with the mandatory provision of Section 25F of the I.D. Act., 1947. It is the contention of the management that the concerned workman Bankim Chandra Singh (Sl. No. 3), Pradip Kumar Sah (Sl. No. 6) and Bhagwan Pandey (Sl. No. 9) were engaged for carrying the temporary electrical work during the period from 1988 to 1990 as they happened to be the holders of Wireman's certificate. They submitted that they did not terminate the services of these three electricians but they are not in a position to provide them jobs due to non-availability of the same. However, they assured they will provide jobs in future if the same is available while in respect of other three concerned workmen i.e. Laxmi Narayan Yadav (Sl. No. 1), Bankim Chandra Sinha (Sl. No. 3) and Basuki Mitra (Sl. No. 12) the contention of the management is that they were purely unskilled labours and engaged on daily rated basis purely for performing different jobs like digging earth, watering the plants and the grass etc., they disclosed that as they have permanent gardener for doing day to day maintenance of the garden, lawns and the building the scope of their engagement is limited and there is no bar for their engagement in future if and when the casual nature of job will be available. Therefore, considering statement of the management as made in para-

16 and 17 of the Written Statement it is clear that they appointed these workmen as casual worker. It is seen that end of them Laxmi Narayan Yadav was engaged as far back as in the year 1984. Therefore, if the allegation of the sponsoring union is taken into consideration in that case management stopped his work after his rendering service to the management since 1984 though it is evident that as casual worker he put his attendance for more than 240 days in each year from 1988. Other five workers also as per document marked as Ext. M-1/3 and M-1/4 put their attendance for more than 240 days during the period 1989-90. Considering the materials on record there is no dispute at all to hold that all these workmen were engaged by management officially after taking necessary interview when their names were sponsored by the Employment Exchange. In so many words management did not disclose that they have stopped their work w.e.f. 31-12-90 but if the evidence of the management witness and as well as the facts disclosed in the Written Statement submitted by them are tagged together in that case there is no dispute to hold that their works have been stopped by the management. The concerned workmen in view of documents as mentioned above were officially selected by the management after taking interview in view of their names sponsored by the Employment exchange. Section 25F of the I. D. Act speaks clearly that no workman employed in any industry who has been in continuous service for not less than one year under an employer shall be retrenched by that employer until—

- (a) the workman has been given one month's notice in writing indicating the reasons for retrenchment and the period of notice has expired, or the workman has been paid in lieu of such notice, wages for the period of the notice;
- (b) the workman has been paid, at the time of retrenchment, compensation which shall be equivalent to fifteen days' average pay (for every completed year of continuous service) or any part thereof in excess of six months; and
- (c) notice in the prescribed manner is served on the appropriate Government (for such authority as may be specified by the appropriate Government by notification in the Official Gazette).

It is clear considering evidence of the management that before stopping work of the concerned workmen they did not serve any notice upon them.

7. Now the point for consideration is whether non-compliance of Section 25F of the Industrial Dispute act by the management should be considered as illegal or not ? Representative of the concerned workman in course of hearing relied on the decision reported in 1982 Supreme Court Cases (L & S) 124, 1989 Lab I.C. 623 (Patna High

Court), 1976 L.L.J Page 478 (Supreme Court), AIR 1960 Supreme Court page 610.

In the decision reported in 1982 Supreme Court Cases (L & S) 124 Their Lordships of the Hon'ble Apex Court observed that even a casual or seasonal workman who rendered continuous service for one year or more cannot be retrenched on such ground without complying with the requisites of Section 25-F. In the decision reported in 1989 Lab I.C. 623 Their Lordships of the Hon'ble Court observed that even oral order of termination of service amounts to retrenchment and the workman so affected is entitled to reinstatement if the management fails to comply with the provision as laid down U/S. 25F of the I.D. Act. Again in the decision reported in 1976 LLJ Vol.I page 478 Their Lordships of the Hon'ble Apex Court observed to the effect that if the workman swims into the harbour of S. 25F, he cannot be retrenched without payment at the time of retrenchment compensation as prescribed therein read with S. 25B(2) of the I.D. Act., 1947.

The representative of the management during hearing submitted that as the management is not rendering any industry the workmen employed by them are bound by the terms and conditions of their employment as daily rated casual workers. They cannot take recourse of Industrial Disputes Act, 1947 and cannot raise individual dispute on the pretext that they were not provided employment on regular basis and their services were terminated arbitrarily. Therefore, before coming into conclusion whether the concerned workmen are entitled to get any relief U/S. 25F of the I.D. Act it has to be taken into consideration whether All India Radio which the management runs is considered as 'Industry' or not. In this connection the decision reported in AIR 1960 SC 610 may be referred to. In the said decision Their Lordships of the Hon'ble Apex Court observed as follows :—

Section 25-F(b) of the Industrial Disputes Act, 1947, which provides that no workman employed in any industry who has been in continuous service for not than one year under an employer shall be retrenched by that employer until he has been paid at the time of retrenchment compensation which shall be equivalent to fifteen days average pay for every completed year of service or any part thereof in excess of six months lays down a mandatory condition precedent for the retrenchment of workmen. Therefore, failure to comply with the provision will render an order of retrenchment invalid and inoperative.

Though section 2(j) of the act defines 'industry' in very wide terms, a line would have to be drawn in a fair and just manner so as to exclude some callings services or undertakings. As a working principle, an activity systematically or habitually undertaken for the production or distribution of goods or for the rendering of material services to the community at

large or a part of such community with the help of employees, may be stated to be an undertaking falling within the definition. Such an activity generally involves the co-operation of the employer and the employees; and its object is the satisfaction of material human needs. It must be organised or arranged in a manner in which trade or business is generally organised or arranged and it must not be casual, nor must it be for on self, nor for pleasure. It is the character of the activity which decides the question as to whether the activity falls within Section 2(j); who conducts the activity and whether is conducted for profit or not do not make any material difference. In the case of a Government however, activities which can be properly described as legal or sovereign activities, viz. activities which a constitutional Government can and must undertake for governance and which no private citizen can undertake will be outside the scope of the definition of 'industry'.

The activity of a Government in running a group of hospitals for giving medical relief to the citizens and for imparting medical education will fall within the definition of 'industry' in Section 2(j) of the Act and would be governed by the provisions of the Act.

"Decision of the Bombay High Court reported as (1956) 13 F.J.R. 473 affirmed."

Therefore, if the observation of the Hon'ble Courts are taken into consideration carefully, I think there will be no dispute to hold that organisation of All India Radio which is operated by the management is to be taken as 'Industry' and the workers who work there should be considered as 'workmen' as per Section 2(s) of the I. D. Act., 1947. At the time of hearing argument Ld. Advocate for the management relied on a circular issued by the Director General, All India Radio wherein a guideline has been made out a procedure regarding engagement of the casual worker. In para.2 of the said circular it is observed as follows :—

"It has further been decided that existing vacancies of Group 'D' posts in the pay scale of Rs. 750-940 shall be filled from amongst such existing or former casual labourers of AIR who are eligible for such appointment in accordance with Department of Personnel instructions on the subject. The local employment exchange shall be requested to nominate persons for such posts only if no casual labourer is found eligible for appointment to these posts, under the Department of Personnel instructions regarding regular appointment of casual labourers.

Till the casual labourers are provided regular appointment to Group 'D' posts in the pay scale of Rs. 750-940 their casual service shall be paid for on the scale prescribed by the Department of Personnel and Training."

Therefore, if this circular is taken into consideration it will expose clearly that there is strict instruction that all future vacancies in Group-D posts shall be filled up from the casual workers in the pay scales as mentioned therein.

It is clear from the facts discussed above that the concerned workmen have been stopped from work w.e.f. 31-12-90 and why they did not consider to provide them in job have duly been explained in para-16 and 17 of their Written Statement-cum-rejoinder. The ground stated therein are far from satisfactory. In course of hearing management did not show any statistics that from the date of their stoppage of work to till date no vacancies in the Group-D post came into existence and for which in spite of their best efforts they could not follow up the circular in the matter of absorption of the concerned workmen who were engaged as casual workers by way of selection in Group-D post following the direction given in the circular issued by the Director-General, All India Radio. After careful consideration of all the facts and circumstances there is sufficient reason to believe that in complete violation of Section 25F of the I. D. Act., 1947 management stopped the work of S/Shri Laxmi Narayan Yadav Sl. No. 1, Bankim Chandra Sinha Sl.No.3, Pradip Kumar Sah Sl. No. 6, Bhagwan Pandey Sl.No. 9, Pradip Lal S.No.10 and Basuki Mitra Sl.No. 12 and for which they should be reinstated in their job. It is the contention of the management that Anil Mehetar Sl.No.4 and Mahesh Paswan Sl.No.7 are working at Doordarshan Maintenance Centre Bhagalpur as casual Sweeper and Casual Peon respectively. Their further contention is that Charan Murmur is working at Bhagalpur Head Post Office as Class IV employee leaving the service of Doordarshan Kendra. Management will be liable to reinstate the above named three concerned workmen along with six concerned workmen as named above if it is found in course of execution proceeding that their statement made in para 13, 14 and 15 are false.

The sponsoring union along with the claim of the reinstatement also placed their demand for back wages. It is admitted fact that the concerned workmen were engaged as casual workers. They were not appointed either as piece rated, time rated or monthly rated workers. Wages of those casual workers used to be paid as per daily rated basis i.e. on the basis of 'No work and no pay'. Engagement of casual workers depends on availability of work. It is not expected that when no work is available they will be entitled wages for the same. Therefore, if this aspect is considered demand of the sponsoring union claiming for back wages finds no basis and for which the same cannot be entertained.

In the result, the following Award is rendered :—

"The action of the management of All India Radio, Bhagalpur in stopping the services of S/Shri Laxmi Narayan Yadav Sl. No. 1, Pradip Lal Sl. No. 10, Pradip Sah Sl. No. 6, Bhagwan Pandey Sl. No. 9, Bankim

Chandra Sinha Sl. No. 3 and Basuki Mitra Sl. No. 12 were not legal and justified. It is directed that management should issue the order of reinstatement of the above named casual workers within three months from the date of publication of the Award in the Gazette of India. It is further directed that management should consider their cases for regularisation as per Circular issued by the Director General, All India Radio which has been mentioned in the body of the judgement. Management also has to follow the same direction as given above in respect of concerned workmen viz. Anil Mehetar S. No. 4, Mahesh Paswan Sl. No. 7 and Charan Murmur Sl. No. 11 if it is found that their statement made in para-13, 14 and 15 of their Written Statement-cum-rejoinder appears to be not correct."

B. BISWAS, Presiding Officer

नई दिल्ली, 16 मई, 2005

का. आ. 2081.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कोंकण रेलवे कारपोरेशन लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण-II, मुम्बई के पंचाट (संदर्भ संख्या सी.जी.आई.टी-2/54/1999) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2005 को प्राप्त हुआ था।

[सं. एल-41012/124/98-आई.आर (बी.-I)]
अजय कुमार, डैस्क अधिकारी

New Delhi, the 16th May, 2005

S.O. 2081.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. CGIT 2/54/1999) of the Central Government Industrial Tribunal No. II, Mumbai now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of Konkan Railway Corporation Ltd. and their workmen, received by the Central Government on 13-05-2005.

[No. L-41012/124/98-IR (B-I)]
AJAY KUMAR, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2 AT MUMBAI

PRESENT:

B. I. KAZI, Presiding Officer

REFERENCE No. CGIT. 2/54 of 1999

EMPLOYERS IN RELATION TO THE MANAGEMENT OF
Konkan Railway Corporation Limited

AND

Their Workmen
(Shri Nandkishor B. Sawant)

APPEARANCES:

For the employer : S/Shri S.K. Talsania,
& V.H. Kantharia,
Advocates.

For the Workman : In Person
Mumbai, dated the 26th April, 2005

AWARD PART-II

By Award Part-I dated 28-1-2002 my predecessor held that "the management was not justified to take recourse to Rule-15 (ii) of the Konkan Railway Corporation (Discipline and Appeal Rules). Management is allowed to lead evidence to justify its action."

The management challenged the said order before the Hon'ble High Court of Judicature at Bombay in Writ Petition No. 3220 of 2002. The Hon'ble High Court admitted the Petition and granted stay of the order of this Tribunal. The parties to the dispute filed minutes of this order in the said Writ Petition on 18-3-2005 wherein the workman agreed not to pursue the Reference pending before this Tribunal. Hence the Hon'ble High Court passed an order on 18-3-2005 as under :

- "1. The minutes of the order duly signed by the respective parties and their learned counsel, are placed on record. It appears that the present respondent has agreed not to pursue the pending reference registered as Reference No. CGIT-2/1954 of 1998 and therefore, the present petitioner-Corporation seeks leave to withdrawn the petition.
2. The minutes of the order are taken on record and marked as 'X' for identification and the undertaking given is noted.
3. Petition is disposed of as withdrawn."

On the basis of the above order of the Hon'ble High Court, the workman filed his (Ex. 35) and prayed for disposal of the Reference as withdrawn. the management has no objection for withdrawal of the Reference. Hence the order :

ORDER

Reference stands disposal of as withdrawn.

B. I. KAZI, Presiding Officer

नई दिल्ली, 17 मई, 2005

का. आ. 2082.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी. सी. एल. के प्रबंधत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम

न्यायालय धनबाद-I के पंचाट (संदर्भ संख्या 117/2002) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2005 को प्राप्त हुआ था।

[सं. एल.-20012/114/99-आई. आर. (सी. 1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2082.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 117/2002) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workman, which was received by the Central Government on 17-05-2005.

[No. L-20012/114/99-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/S. 10(i)(d)(2A) of I. D. Act,
Reference No. 117 of 2002.

Parties : Employers in relation to the management of Barkakana Area of M/S. C.C.L. Ltd.

AND

Their Workmen

PRESENT:

Shri S. Prasad,
Presiding Officer.

APPEARANCES:

For the Employers : Shri D.K. Verma,
Advocate.

For the Workmen : None.

State : Jharkhand Industry : Coal.

Dated, the 6th May, 2005

AWARD

By Order No. L-20012/114/99-IR (C-I) dated 18-8-1999 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of sub-sec. (i) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand of the Rashtriya Koyla Mazdoor Union to promote Sri P.K. Guha, Sri T. Sahay, Sri V.S. Choubey, Sri S. N. Dubey and Sri P.N. Singh from the post of U.D.C. to Sr. Clerk in line with their Junior Sri Awadhesh Pandey, w.e.f. 29-8-1985 is justified and proper ? If yes, to what relief these workmen are entitled ?"

2. In this reference case the written statement was filed on behalf of the workman on 21-11-2002. Thereafter several adjournments were granted but even to-day none is present on behalf of the workman to take further step in this case. It, therefore, appears that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. In such circumstances, I render a 'No Dispute' Award in the reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 17 मई, 2005

का. आ. 2083.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार भा.को.को.लि. के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 153/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-5-2005 को प्राप्त हुआ था।

[सं. एल.-20012/197/96-आई. आर (सी. I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2083.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 153/97) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of B.C.C.L. and their workman, which was received by the Central Government on 17-5-2005.

[No. L-20012/197/96-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I. D. Act,

Reference No. 153 of 1997

Parties : Employers in relation to the management of Amlabad Colliery of M/s. B.C.C. Ltd.

And

Their Workmen

PRESENT:

SHRI S. PRASAD, Presiding Officer

APPEARANCES:

For the Employers : Shri H. Nath,
Advocate

For the Workmen : None

State : Jharkhand Industry : Coal

Dated, the 6th May, 2005

AWARD

By Order No. L-20012/197/96-IR(C-1), dated, 27-7-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

"Whether the demand by the Union for the Assessment of the age of Shri Charan Das, H. Operator by the Medical Board is legal and justified ? If so, to what relief is the workman entitled ?"

2. This reference was received in this Tribunal on 15-7-97. Despite notice sent to the sponsoring union, even to-day none appears on behalf of the workman to file written statement. Therefore, it appears that neither the sponsoring union nor the concerned workman is interested to contest the case.

3. In such circumstances, I render a 'No Dispute' Award in the reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 17 मई, 2005

का. आ. 2084.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार सी सी एल के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 155/97) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2005 को प्राप्त हुआ था।

[सं. एल.-20012/191/96-आई. आर (सी. I)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2084.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 155/97) of the Central Government Industrial Tribunal/Labour Court, Dhanbad-I now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of C.C.L. and their workman, which was received by the Central Government on 17-05-2005.

[No. L-20012/191/96-IR(C-1)]

S.S. GUPTA, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/s. 10(1)(d)(2A) of I. D. Act

Reference No. 155 of 1997

Parties : Employers in relation to the management of Barkakana Area of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT:

SHRI S. PRASAD, Presiding Officer

APPEARANCES:

For the Employers : None

For the Workmen : None

State : Jharkhand Industry : Coal

Dated, the 6th May, 2005

AWARD

By Order No. L-20012/191/96-IR (C-I), dated 27-8-1997 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of the Union for the reinstatement of Shri Bishan Munda with full back wages is legal and justified ? If so, to what relief is the workman entitled ?”

2. This reference case is pending since 1997. Despite notice sent to the sponsoring union, no written statement has been filed on behalf of the workman as yet. Therefore, it appears that neither the sponsoring union nor the concerned workman is interested to contest the case. Now, it is needless to keep this reference case pending.

3. Therefore, I render a ‘No Dispute’ Award in the present reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 17 मई, 2005

का. आ. 2085.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की अंतरा 17 के अनुसरण में, केन्द्रीय सरकार सी सी इल के प्रबंधतंत्र के संबंध नियोजकों और उनके कर्मकालों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकारण/क्रम न्यायालय, धनबाद-I के पंचाट (संदर्भ संख्या 267/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2005 को प्राप्त हुआ था।

[सं. एल.-20012/112/2000-आई.आर. (सी. 1)]

एस. एस. गुप्ता, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2085.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (Ref. No. 267/2000) of the Central Government Industrial Tribunal/Labour Court, Dhanbad I now as shown in the Annexure in the Industrial Dispute between the employers in relation to

the management of C.C.L. and their workman, which was received by the Central Government on 17-05-2005.

[No. L-20012/112/2000-IR(C-I)]

S.S. GUPTA, Under Secy.

ANNEXURE**BEFORE THE CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. I, DHANBAD**

In the matter of a reference U/s. 10(1)(d)(2A) of I. D. Act

Reference No. 267 of 2000

Parties : Employers in relation to the management of Bhurkunda Colliery of M/s. C.C. Ltd.

AND

Their Workmen

PRESENT:Shri S. Prasad,
Presiding Officer**APPEARANCES:**For the Employers : Shri D.K. Verma,
Advocate

For the Workmen : None

State : Jharkhand Industry : Coal

Dated, the 4th May, 2005

AWARD

By Order No. L-20012/112/2000-IR (C-I), dated 14-9-2000 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-sec. (1) and Sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the demand of the Union for regularisation of S/Shri Krishna Mahto and Raju, General Mazdoor to the post of Dumper Operator is proper and justified ? If so, to what relief are the concerned workmen entitled ?”

2. In this reference case since 14-7-2003 neither the concerned workman nor the sponsoring union is appearing before this Tribunal to take any step, despite granting several adjournments. It, therefore, appears that neither the sponsoring union nor the concerned workman is interested to proceed with the case.

3. In such circumstances, I render a ‘No Dispute’ Award in this reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 17 मई, 2005

का.आ. 2086.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार यूनियन बैंक ऑफ इंडिया के प्रबंधतत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय लखनऊ के पंचाट (संदर्भ संख्या 116/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/61/2001-आई.आर.(बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2086.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award Ref. 116/2001 of the Central Government Industrial Tribunal-cum-Labour Court, Lucknow as shown in the Annexure, in the industrial dispute between the management of Union Bank of India, and their workmen, received by the Central Government on 16-05-2005.

[No. L-12012/61/2001-IR (B.II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, LUCKNOW

Present :

SHRIKANT SHUKLA

I.D. No. 116/2001

Ref. No. L-12012/61/2001-IR (B-II) Dt. 10/16-7-2001

BETWEEN

Sh.Ram Dayal, S/o Sh. Rama Nand
Vill. Gulariha, P.O. Patarka Tappa Khuthan
Pargana Aveli, Tahsil Sadar
Gorakhpur

AND

The Assistant General Manager
Union Bank of India
Regional Office, Kashiya Road
Gorakhpur

AWARD

The Government of India, Ministry of Labour has referred following dispute to the Presiding Officer, Central Government Industrial Tribunal-cum-Labour Court, Lucknow for adjudication.

“Whether the action of the management of Union Bank of India in terminating the services of Shri Ram Dayal w.e.f. 19-5-1999 is justified? If not, what relief the workman is entitled for?”

Shri Ram Dayal has filed the statement of claim alleging there in that he was employed against the permanent vacancy of sweeper in Nausar Branch of the Bank of India w.e.f. 1-11-95. The Branch Manager used to deploy him for the work of Safai Karmi, cash peon and water boy and in return he was paid Rs. 14/- per day through petty cash. However, afterwards he was paid Rs. 50/- per day. Last cash voucher was prepare on 11-5-99 which was subsequently torn up by the Branch Manager and promise him that payment shall be made afterwards. Worker demanded the remuneration on 18-5-99 but he was denied the payment and ordered him not to come for work on 19-5-99 onwards. Worker orally requested and even wrote a letter but decision was not replied. Worker has alleged that the bank has terminated him without any notice or compensation and instead employed someone else in his place. Worker's allegation is that from 95 to 98 he continuously worked for 240 days and thereafter he continued working till 19-5-99 but he was terminated without any reason notice and thus the bank has violated the provisions of Section 25 G and other provisions of the Act. The worker has therefore requested that he should be reinstated as sweeper w.e.f. 19-5-99 and be paid the arrears of wages.

In the rejoined the worker has stated that the carpet area of the accomodation, which the worker was sweeping, was 250 sq. ft. and he also alleged that the working hours were in 8 AM to 6 PM.

Denying the claim of the worker the bank management has stated in its written statement that there existed no relationship of employer and employee between the management and worker. It is alleged that Ram Dayal was never engaged as sweeper or on, any post at the Nausar Branch of the bank at any time. The bank have prescribed procedure for all recruitments in the bank including recruitment to sub-ordinate cadre and even sub-staff cadre cannot be recruited without following the prescribed procedure. The claimant never underwent the recruitment procedure in the Bank. He is, therefore, not entitled to be appointed in the bank and his claim is liable to be rejected, being devoid of any merit. It seems the dispute has been raised with some ulterior motive behind the same against the management. The reference order is bad in law because there is no cause of action available to the worker on any date including the date mentioned in the reference order. It is also bad in law because of joinder and non-joinder of parties. The bank has alleged that the contents of the opening paragraph under the heading written statement of the claim, are not admitted as alleged and claimed. However, the Government has made a reference to this Court and only reproduces the reference order. The reference order is baseless and is of no effect as the same has been referred by the Govt. without applying its mind to the fact of the case. The bank has stated that Ram Dayal was never appointed to the post of sweeper or any other post in Nausar Branch and there is no question of any assurance of any appointment letter.

The allegations are self sought, imaginary and concocted with ill motive. It is submitted by the bank that even if he worked for a few days, the same in no way casts any right upon him to claim the status or wages of employee of the bank in any manner whatsoever. For whatever work he performed, he was duly paid. The allegations of tearing out voucher by the bank manager is totally false and is concocted with ill motive. There is no question of any such payment. It is denied that Ram Dayal gave any letter to the management, which was not replied by them. Allegations about engagement of worker for 240 days and continuous working till 19-5-99 is also specifically denied and the management has said that the worker has filed the statement of claim on imaginary and baseless facts. The management has therefore submitted that the worker is not entitled to any relief.

The worker has filed the photostat copies of petty cash vouchers pertaining to year 95 to 98, page No. 4/3 to 4/97. The worker has also filed cash vouchers pertaining to dates 24-9-98, 24-10-98, 3-2-99, 27-3-99 and 17-4-99, which are in the names of the Branch Manager. He has also filed photo copies of unauthenticated audit report.

The worker has also filed photostat copies of unsigned and unacknowledged representations of Ram Dayal dated 10-9-98 along with photostat copy of postal receipts on which date is not legible.

The worker has also filed photo state copies of undated representation with photo copy of postal receipts having no postal stamps.

The worker has examined himself, whereas the opposite party has examined Branch Manager, Sh. B. D. Agarwal.

Heard the parties and perused the entire evidence on record.

The worker, Sh. Ram Dayal has stated on oath that he was appointed on the post of safai karmchari on 4-11-95. He has also stated that besides cleaning he also performed the duties of cash peon and provided drinking water and some times he also wrote cash supplementaries but on 19-5-99 he was terminated. The worker has stated that he continuously worked from his date of appointment, regarding remuneration he has stated that he was initially paid Rs. 14/- per day later he was from 50/- per day. He stated that he was not given any notice or compensation before termination of his service.

In cross examination the worker has admitted that he was not recruited through employment exchange nor he was given any appointment letter. On being question that how many days he worked in November, 95 he answered that he worked on 5-6 days, but he could not answer that for how many days he worked in December, 95. He also could not say in cross-examination as to what work he performed in different months. He could not reply as to whether any sweeper is working in the said branch of the bank. He also admitted that before appointment he did not give any application nor there

was any notification of vacancy in the newspaper. He admitted that the appointment authority is AGM of the bank but, he could not say that who was the AGM. In another question he has replied that in year 98 he was paid 3 days salary in one voucher and in 99 he was paid on cash voucher and this payment used to be for 20-25 days. In another question, in cross-examination the worker has replied that he was engaged by the Branch Manager not by the AGM. He has stated that besides vouchers he did not get any official letter from the Bank. He has also stated that he has worked for 497 days in all. He was asked that how many days he worked from June 98 to May 99, he stated that he has not counted the days. He has stated that he was appointed by Sh. B.D. Agarwal and was terminated by Sh. S.P. Chopra, Branch Manager. He has also stated that after being terminated he never went to bank. He has also stated that he is not aware whether anyone is posted on his place or not. He was specifically asked as what was carpet area of the bank. The worker replied that it was 500 to 1000 sq. ft. in the beginning and later on increased to 2000 sq.ft. The worker has admitted that while he was serving one person Jai Narayan was posted in the year 97 in the category of class IV employee as safai karmchari and peon and he has also admitted that D.P. Tiwari was Daftary who used to go for clearing and some times he (worker) also used to go.

The bank has examined the Branch Manager whom the worker has alleged as his appointing authority. Sh. B.D. Agarwal has denied that he had any authority to appoint any worker. He has also denied that he was a regular worker. He has affirmed that name of Ram Dayal was not sent by the Employment Exchange. Sh. Agarwal has stated that according to exigencies of work Ram Dayal was engaged for providing water, tea and cleaning. He has stated that the contractor whose generator was on lease in the bank employed Ram Dayal as generator operator and there as and when he was available he was called for work and was given remuneration/labour charges. The labour charges was either paid immediately or was given after 2-3 days and whenever any other person was available he was engaged. Sh. B.D. Agarwal has also stated that whenever regular peon used to be absent or got out for work, Ram Dayal was engaged and the labour charges were paid to Ram Dayal was depended upon nature of work and period of work. However, he has denied that worker was engaged regularly. He has denied that he has ever appointed Ram Dayal and according to his personal knowledge Ram Dayal never worked for 240 days in any year.

Sh. B.D. Agarwal stated that in 95-96 the branch was run in one room and its floor area was 400sq.ft. He has also stated that he never employed Ram Dayal as cash peon and writing supplementary. The Branch Manager has denied that any photostat copy of documents were permitted to be made nor he has any information. He has also stated specifically that he never

assured Ram Dayal that he will be regularised. He also stated that no casual labour is engaged by the Branch Manager and whereas the safai karamchari did not attend the duties, men were called from the market for cleaning the branch. It has also come in his evidence that in year 98 the branch of Nausar was shifted to other place due to the flood, due to which the records were spoiled. He has also specifically denied that Ram Dayal has worked for 3 years 6 months and 14 days regularly. In an specific question Sh. Agarwal replied that contract for providing generator facility was entrusted to Ram Chandra Gupta.

Sh. B.D. Agarwal while describing the procedure for payment to persons outside he stated that whenever someone is called from outside, he is paid in cash voucher or petty cash voucher. He also stated that photo state copy of petty cash voucher filed by Ram Dayal have been issued by his official and he admits it. He admitted that labour charges paid according to the quantum of work and rate, which are not fixed. Photo state copy of petty cash vouchers which are filed in the court are of petty amount of Rs. 10, 20 or 14/-, whereas, cash vouchers are of bigger amount which are in the name of Branch Manager and the payment is made to whose name is endorsed and the Branch Manager used to pay the persons as per the need.

The above is the entire evidence. I have carefully perused, the photo state copy of petty cash voucher, filed by the worker which shows that he has been paid in the following manner :

Year	No. of working days
November, 1995	9
December, 1995	No work
January, 1996	5
February, 1996	3
March, 1996	11
April, 1996	19
May, 1996	14
June, 1996	22
July, 1996	20
August, 1996	17
September, 1996	18
October, 1996	23
November, 1996	21
December, 1996	3
January, 1997	22
February, 1997	23
March, 1997	No work
April, 1997	23
January, 1998	25
February, 1998	23
March, 1998	24

There is no cash voucher after 31 March, 1998 where it could be gathered that Ram Dayal was paid any amount.

Worker has filed the cash vouchers in the name of Branch Manager of following dates and amounts :

24-9-1998 for Rs. 2750/-

24-10-1998 for Rs. 1050/-

3-2-1999 for Rs. 1450/-

17-1-1999 for Rs. 850/-

It cannot be gathered from these documents that amount received against the above cash vouchers was paid to the workman only.

Although the worker has stated in his reply to court question that he worked for 5-6 days in November 1995 but according to the vouchers field by him the working comes out to be 9 days. It does not prove that worker was engaged on 4-11-1995 as alleged by him. He has been paid Rs. 14/- for cleaning of the branch. Worker has not filed any voucher for the month of December, 1995, which goes to show that he has not been engaged in December, 1995 meaning these by that bank must have had some alternative. It is also noteworthy that worker has not been engaged from 16-11-95 to 30-11-95. In January, 1996 the worker has been engaged only for 5 days. Thereafter in February, 1996 the worker was engaged for only 3 days in March, 1996 the worker was engaged for 11 days. Therefore, it can be easily inferred that the worker was not regularly engaged on each and every working day. For clearing of branch office situated in a room the Branch Manager must have availed services of some one who was not on the roll and carpet area of 400 sq. ft. needs hardly half an hour to one hour job for which bank could have got any out-sider for cleaning of the bank.

In April Ram Dayal was paid for 19 days in May 1996 for 14 days in June, 1996 for 22 days in July 1996 for 20 days, in August, 1996 for 17 days, in September, 1996 for 18 days, in October, 1996 for 23 days, in November, 1996 for 21 days, in December, 1996 for 3 days. It means that in December, 1996 the worker was not available for cleaning the area after 10-12-1996. The person who has been called for cleaning carpet area of 400 sq.ft. was paid @ Rs. 14/- per day has no responsibility to clean floor after 10-12-1996. However, in January, 1997 the rate for cleaning the floor area was increased from 14/- to 20/- Rs. and Ram Dayal was again paid for 22 days in February, 1997. He was engaged for 23 days in April, 1997 but from the vouchers it does not show that he was called for cleaning of the branch from 3-4-1997 to 9-4-1997 and 19-4-1997.

In January, 1998 he has cleaned the branch office for 25 days, February, 1998 for 23 days, March, 1998 for 24 days and thereafter there is not a single voucher to show that Ram Dayal was paid after 31-3-1998.

The worker cannot be relied that he was terminated on 19-5-99. If it is taken to be true that he was terminated on 19-5-99 then 12 months preceding this date come to be 18-5-98. It is pertinent to mention here that from 1-4-98 to

23-9-1998 there is not a single voucher which could show that worker, was paid a single penny. There is no cash voucher in November, 1998 December, 1998, January, 1999. Thereafter the next voucher is in the name of Branch Manager dtd. 24-9-1998, 24-10-1998, 3-2-1999, 27-3-1999 and 19-4-1999. This fact does not corroborate the story of the worker that he has continuously worked for 12 calendar months in a year preceding his date of termination, totalling to 240 days. It is not believable that whatever the Branch Manager drawn vide cash vouchers dated 24-9-1998, 24-10-1998, 3-2-1999, 27-3-1999 and 17-4-1999 were paid to the worker alone and no one else was called or the regular worker has not performed the work. It is the duty of the worker to prove that he worked full 240 days prior to his disengagement and worker's own testimony is not trustworthy to prove the said fact.

The way the worker has been paid by the Branch Manager of the bank shows that he was paid for branch cleaning and filling water in the cooler, providing water and rickshaw fair, shows that he had been paid job wise. The nature of the payments show that he was not on the rolls of the bank and there existed no relationship of employer and employee between the bank and Ram Dayal as Ram Dayal had no liability towards the bank. In the end I come to the conclusion that there was no relationship of employer and employee between Union Bank of India and Ram Dayal. It is pertinent to mention that admittedly the Branch Manager has no authority to recruit any one or appoint any one. It was AGM of the bank therefore the worker could not have been appointed as such. It is also pertinent to mention here that there was no appointment letter issued nor any termination letter issued to the worker and it could not have been issued by the Branch Manager, firstly, he was not appointing authority, secondly, because the bank hired him as and when exigencies needed and the worker was available. There is absolutely no continuity of service the worker has not proved that he has been terminated on 19-5-99 or he worked of after 1-4-98.

In the circumstances the question of termination does not arise. The issue referred therefore is answered accordingly and the worker is not entitled to any relief whatsoever.

Lucknow SHRIKANT SHUKLA, Presiding Officer
12-5-2005

नई दिल्ली, 17 मई, 2005

का.आ. 2087.—ऑद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार बैंक ऑफ बड़ोदा के प्रबंधतात्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय जयपुर के पंचाट (संदर्भ संख्या 45/2003) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/35/2003-आई.आर. (बी. II)]

सी. गंगाधरण, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2087.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 45/ 2003) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur as shown in the Annexure, in the Industrial Dispute between the management of Bank of Baroda, and their workmen, received by the Central Government on 16-05-2005.

[No. L-12012/35/2003-IR (B. II)]

C. GANGADHARAN, Under Secy.
ANNEXURE

**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT,
JAIPUR**

CASE No. CGIT-45/2003

Reference No. L-12012/35/2003-IR (B-II)

Sh. Motilal Jain,
S/o Sh. Laduram Jain,
C/o Sh. Manoharlal Jain,
64/173-74, Hear Path,
Mansarovar, JaipurApplicant

Versus

1. Deputy General Manager,
Bank of Baroda,
Anand Bhawan,
4th Floor, Sansar Chandra Road,
Jaipur-302001.

2. Branch Manager,
Bank of Baroda,
Tonk, Rajasthan

.....Non-applicants

PRESENT:

Presiding Officer :	Sh. R. C. Sharma.
For the Applicant :	Sh. R. C. Jain.
For the Non-applicants :	Sh. Shyam Vyas
Date of Award :	25-4-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Bank of Baroda in terminating the services of workman Shri Motilal Jain S/o Sh. Ladu Ram Jain w.e.f. 17-8-2002 was legal and justified? If not, what relief the workman is entitled to and from what date?"

2. The workman in his statement of claim has pleaded that he was employed by the non-applicant bank at its Nagar Fort branch on 27-5-1982 where he continued up to 1-6-85 and had completed a period of 105 days. Thereafter

he remained employed from 1-7-1993 to 31-7-1993 at its Nehru Place branch, Jaipur and lastly he was engaged in pursuance of the circular dated 17-8-1993 as a temporary peon w.e.f 30-8-1993 to 16-8-2002 at Tonk branch. But his service was terminated on 17-8-2002 in contravention of Section 25-F of the Act. The workman has further averred that at the time of his termination the junior persons to him were retained by the bank in violation of Section 25-G of the Act and Rule 77 of the Industrial Disputes Rules (Central), 1958 and subsequent to his termination, fresh recruitment was made by the bank in violation of Section 25-H of the Act and Rule 78 of the Industrial Disputes Rules (Central), 1958. He has urged that his termination order be declared unjustified and illegal and he be reinstated in the service with all consequential benefits.

3. The non-applicants, in their written counter, have disputed the claim and have stated that the workman had never continuously worked with the bank from 30-8-93 to 16-8-2002, but have admitted that he had performed the work at Nehru Place branch, Jaipur. They have stated that the workman was engaged intermittently to perform the contingent work on contractual basis and have denied the applicability of Sections 25-F, 25-G and 25-H of the Act on the ground that the workman was not employed after following the prescribed procedure for appointment.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the workman had worked with the non-applicant management for two terms as stated at para No. 1 of the statement of claim and thereafter he was employed by the management as Temporary Peon on 30-8-93, who continuously worked up to 16-8-2002 and whose service was terminated on 17-8-2002 in violation of the provision under Section 25-F of the Act? BOA

II. Whether at the time of termination of the service of the workman, his juniors were retained by the management in violation of the the provision under Section 25-G of the Act? BOA

III. Whether after the termination of the workman, the fresh hands were recruited by the management in violation of the provision under Section 25-H and Rule 77 & 78 of the Act ? BOA

IV. Relief.

5. In the evidence, the workman has submitted his affidavit and in the rebuttal, the counter-affidavit of MW-1, Sh. K. C. hans, Sr. Manager (Personnele) was brought on the record. Both the witnesses were cross-examined by the opposite representatives respectively.

6. I have heard both the parties and have scanned the record. The point-wise discussion follows as under:—

Point No. I

7. The ld. representative for the workman contends that the workman has constinuously worked from 30-8-1993 to 16-8-2002, whose servcie was terminated on 17-8-2002 without giving him one month's notice or pay in lieu of the notice and the retrenchment compensation.

His further submission is that the workman was employed as a temporary peon whose name appears at serial No. 5 in the list of temporary 4th class prepared by the department and the workman was employed on the basis of his biodata forwarded by the Manager, Tonk branch vide his letter dated 11-2-99. The ld. representative has placed his reliance upon the attendance cum-payment-register and the details of the working days of the workman shown on behalf of the bank and has argued that from the period 1994 to 2002, the workman has completed 240 days in each calendar year.

8. Countering the submissions, the Ld. representative for the bank contends that the workman was engaged intermittently on casual basis purely for attending the casual work in the branches of the non-applicant bank and that he was not engaged against the permanent vacancy. The ld. representative has admittted the documents placed on the record on behalf of the workman which pertain to the non-applicant bank.

9. I have bestowed my thoughtfull consideration to the rival contentions and have gone through the record.

10. Now, the question which calls for the determination is as to whether the workman has completed 240 days of actual work in each calendar year during the period in between 1994 to 16-8-2002 under the employment of the bank prior to his termination?

11. The workman's case is that he had performed the work during the following three spells under the employment of the non-applicant bank: (i) from 27-5-82 to 1-6-85 for 105 days at Nagar Fort branch, (ii) from 1-7-93 to 31-7-93 at Nehru Place branch, Jaipur and (iii) from 30-8-93 to 16-8-2002.

12. During the course of the arguments, the ld. representative for the workman has insisted upon the completion of 240 days of actual service in each calendar year during the 3rd spell of the employment of the workman. The bank in the biodata of the workman transmitted by the Branch Manager on 14-5-2001 to the Regional Manager, the working period of the workman has shown as commencing from 27-5-96 and ending on 31-3-2001.

13. On 7-5-2004, on behalf of the workman, the documents pertaining to his employment with bank were placed on the record, which have been admitted on behalf of the bank. According to these documents, it is revealed that a list of those daily wagers was complied on behalf of the bank who had completed over 90 days till 1990 with the bank and at serial number 5 figures the name of the workman. Thereafter vide letter dated 14-5-2001, the Manager, Tonk branch and transmitted the biodata of the workman along with the details of his working days to the Regional Manager and the period of work has been exhibited as commencing from 27-2-96 to 31-3-2001. Besides, the attendance-cum-payment register contains the details of the working days of the workman and the payments of the wages made to him from 20-1-94 to 31-3-2001. Hence, in the spell from January, 1994 to 31-3-2001, the workman has completed 240 days of actual

service in 12 calendar months preceding to his termination and in view of this factual position he will be deemed to be in continuous service of the employer in view of Section 25-B(2) (a) of the Act. The ld. representative for the non-applicants has fairly and gracefully admitted this factual position as narrated above. It is undisputed that prior to the termination of the workman, one month's notice or pay in lieu thereof and the retrenchment compensation were not paid to him. Accordingly, the workman is entitled for the benefits and protection under Section 25-B(2) (a) and Section 25-F of the Act. As such, this point is decided in favour of the workman and against the non-applicants.

Point Nos. II & III

14. The ld. representative for the workman does not press both these points, which are accordingly decided against the workman.

Relief

15. For the foregoing reasons, the claim of the workman deserves to be allowed.

16. In the result, the reference is answered in the affirmative in favour of the workman and against the non-applicant bank and it is held that the termination order date 17-8-2002 of the workman is illegal and unjustified. The workman is entitled to be reinstated in the service with its continuity and 50 per cent of the back-wages. An award is passed in these terms accordingly.

17. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

नई दिल्ली, 17 मई, 2005

का.आ. 2088.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार कारपोरेशन बैंक के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/त्रिम्बन्यायालय नं. 2, मुम्बई के पंचाट (संदर्भ संख्या 2/50 ऑफ 2005) को प्रकाशित करती है, जो केन्द्रीय सरकार को 16-05-2005 को प्राप्त हुआ था।

[सं. एल-12011/172/2004-आई.आर.(बी. II)]

सौ. गंगाधरण, अवर सचिव

New Delhi, the 17th May, 2005

S.O. 2088.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. 2/50 of 2005) of the Central Government Industrial Tribunal-cum-Labour Court, Mumbai No. 2 as shown in the Annexure, in the industrial dispute between the management of Corporation Bank and their workmen, which was received by the Central Government on 16-05-2005.

[No. L-12011/172/2004-IR (B.II)]

C. GANGADHARAN, Under Secy.

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

Present :

B. I. KAZI

Presiding Officer

Ref. No. CGIT-2/50 of 2005

Employers in relation to the Management of Corporation
Bank

AND

Their Workmen

(Represented by Corporation Bank Employees' Union)

APPEARANCES :

For the Employer : Shri S.C. Jain,
Representative.

For the Workman : Shri B.S. Mulye,
Representative.

Mumbai, Dated the 25th April, 2005

AWARD

The Government of India, Ministry of Labour, New Delhi by its order No.L-12011/172/2004-IR (B-II) dated 2-2-2005 in exercise of the powers conferred by clause (d) of sub-section (1) and sub-section 2(A) of Section 10 of the Industrial Disputes Act, 1947 have referred the following dispute to this Tribunal for adjudication :—

SCHEDULE

“Whether the action of the management of Corporation Bank in not regularizing the service of Ms. Rekha Bandodkar, Part Time Sweeper working at Pilerne Branch of the Bank in 1/3rd of scale wages is legal and justified ? If not, to what relief the workman is entitled for ?”

2. On receipt of the order of Reference from the Government notices were issued to the management and the Union (Ex.1). Both remained present on the date of hearing and filed a joint compromise memo duly signed by both the parties (Ex.3) mentioning therein that it has been agreed between the parties to mutually settle the dispute on the following terms and conditions :

- (i) That Smt. Rekha Bandodkar shall be appointed on 1/3rd scale wages.
- (ii) That the union shall not quote the settlement as a precedent in any of the case or before any forum, whatsoever.
- (iii) That the settlement shall not purport to alter the existing rule position that for the purpose of determining the wages payable to Part Time Sweepers the total carpet area inside the branch/ office premises shall only be reckoned.

- (iv) That the appointment of Smt. Rekha Bandodkar, the Part-Time Sweeper on 1/3rd graded scale wages shall come into effect from the date of passing of the Award by this Hon'ble Tribunal and no back wages or any service benefits whatsoever shall be paid for any previous period.
- (v) That the implementation of the mutually accepted settlement between the parties hereinabove is subject to the Hon'ble Industrial Tribunal being satisfied with the compromise settlement and passing of award accordingly thereon.

The parties pray for passing the award in terms of the above settlement.

In my view since the parties have agreed to settle the dispute mutually and both the parties to the dispute have signed the settlement the Reference will have to be disposed of accordingly in terms of the settlement (Ex.3) and hence the order.

ORDER

Reference stands disposed of as settled vide joint compromise memo dated 24-3-2005 (Ex.3).

B. I. KAZI, Presiding Officer

BEFORE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT MUMBAI

Ref. No. CGIT-2/50 of 2005

Corporation Bank : Employer/Party I

V/s,

Corporation Bank Employees' Union : Union/Party II

Joint Compromise memo submitted on behalf of the Corporation Bank, employer/party I and the Corporation Bank employees' union/party II

May it please your honour

The party I employer and party II union, beg to file this joint compromise memo as under :

1. Whereas, the Govt. of India, Ministry of Labour vide order No.L-12011/172/2004-IR(B-II) dated 02-02-2005, in exercise of powers conferred by clause (d) of sub-section (i) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947 (14 of 1947) referred the Industrial Dispute between the employers in relation to the management of Corporation Bank and their workmen, for adjudication to this Hon'ble Tribunal, in respect of matters prescribed in the Schedule annexed thereto, which is reproduced hereunder :

SCHEDULE

"Whether the action of the Management of Corporation Bank in not regularising the service of Ms. Rekha Bandodkar, Part-time Sweeper working at Pilerne Branch of the Bank in 1/3rd of the scale wages is legal and justified ? If not, to what relief the workman is entitled for ?"

2. And whereas, the Party I management of Corporation Bank and Party II Corporation Bank Employees' Union had a detailed joint discussion on the issue and having regard to the fact that Smt. Rekha Bandodkar, the Part Time Sweeper has been sweeping the common entrance passage to the Branch premises to keep it clean for the use of customers, it has been agreed between the parties to mutually settle the dispute on the following terms and conditions :

- (i) That Smt. Rekha Bandodkar shall be appointed on 1/3rd scale wages.
- (ii) That the union shall not quote the settlement as a precedent in any of the case or before any forum, whatsoever.
- (iii) That the settlement shall not purport to alter the existing rule position that for the purpose of determining the wages payable to Part-Time Sweepers the total carpet area inside the branch/ office premises shall only be reckoned.
- (iv) That the appointment of Smt. Rekha Bandodkar, the Part time Sweeper on 1/3rd graded scale wages shall come into effect from the date of passing of the award by this Hon'ble Tribunal and no back wages or any service benefits whatsoever shall be paid for any previous period.
- (v) That the implementation of the mutually accepted settlement between the parties hereinabove is subject to the Hon'ble Industrial Tribunal being satisfied with the compromise settlement and passing of award accordingly thereon.

3. Now, therefore, the parties here unto, pray that this Hon'ble Tribunal may kindly consider the compromise settlement and may be pleased to pass award accordingly.

Representing Employer/ Party I Representing Union/ Party II

कृते कारपोरेशन बैंक

Sri S.C. Jain
Senior Manager,
Corporation Bank,
Zonal Office
Mumbai

Sri B. S. Mulye,
Secretary,
Corporation Bank
Employees' Union, Mumbai

Date : 24-3-2005
Station : Mumbai

Signed before me.
Sd/-

सचिव न्यायालय
Secretary to the Court

नई दिल्ली, 18 मई, 2005

का.आ. 2089.—ऑटोगिक विवाद अधिनियम, 1947 (1947 का 14^{वां}) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधनत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट ऑटोगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय, इरनाकुलम के पंचाट (संदर्भ संख्या आई.डी.सं. 25/1966 (सी)) को प्रकाशित करती है, जो केन्द्रीय सरकार को 13-05-2005 को प्राप्त हुआ था।

[सं. एल-41011/36/94-आई.आर.(बी. I)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2005

S.O. 2089.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award (ID. No. 25 of 1996(c) of the Central Government Labour Court, Ernakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Southern Railway and their workmen, which was received by the Central Government on 17-05-2005.

[No. L-41011/36/94-IR (B.I)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERNAKULAM

(IN THE LABOUR COURT, ERNAKULAM)

(Monday, the 17th day of January, 2005)

Present :

SRI. K.K. Utharan, B.S.C., LL.B.,

Presiding Officer

Industrial Dispute No. 25 of 1996 (Central)

BETWEEN

The Executive Engineer (Construction) Southern Railway, Ernakulam and Trichur.

And

The workman of the above concern representative by the General Secretary, Ernakulam District Engineering & Industrial Workers Union, Prakash Bhavan, Railway Station Road, Tripunithura, Kerala.

Representations :

Sri. M.C. Cherian,

Advocate.

Ernakulam.

... For Management

Sri. Ajith Prakash,

Advocate,

Ernakulam.

... For Union

AWARD

This reference was made by the Central Government of India, as per letter No. L-41011/36/94-IR B.I. dated 6-11-96. The dispute is between the Management of Southern Railway and their workmen.

The dispute referred is :

"Whether the demand of the Ernakulam District Engineering and Industrial Workers Union Raised vide their strike notice dated 23rd November, 1991 (copy enclosed) is legal and justified? If so, what relief the concerned workmen are entitled to?"

2. The union filed claim statement raising the following :—

The union states that the workmen concerned in the above case belongs to the lowest strata of the work force engaged by the Railways for attending the work of essential nature such as maintenance of rail tracks, coupling and conversion of tracks, keeping of railway gate etc. They all started their service as casual labourers, who are indispensable in the Railway Organisation. Hence provisions have been made in the Railway Establishment Manual/Rules for granting them certain benefits on par with the regular staff doing the same work, such as grant of temporary status on completion of a specific period of employment (is after completion) of 120 days in respect of open line and 180 days in respect of project casual labourers wages at the rate of 1/30th of the minimum of the pay scale of the regular staff of equivalent category etc.

But the respondent Management herein has always adopted an indifferent and callowes attitude, disregarding the legitimate entitlement of these poor and almost illiterate work force who have been mercilessly exploited by the local supervisors and authorities according to their whims and fancies. A major chunk of the casual labour work force was exploited for years together without regularisation under the cover of project casual labour. Finally at the intervention of the Hon'ble Supreme Court in a number of land, ark cases (prominent among being Inderpal Yadav case) the Railways was compelled to introduce a scheme for regularisation of the casual labourers. Accordingly provisions were made in the Railway service books for granting temporary status and thereafter regularisation. Inspite of all these changes, the respondent Management herein did not care to redress the grievances of the workmen herein. The union have been agitating the issues to these workers for prolonged period without any positive result. In the above circumstances the union was compelled to

issue strike notice dated 24-11-91 through the union, which culminated in the present I.D. The issues are as follows :

Issue No. 1

Grant of Temporary Status and attendant benefits :

The workmen arrayed at serial No. 1 to 21 and 26, 30 to 48 are aggrieved of the non grant of temporary status as per extent rules, though they have fulfilled all the requirements for the same. The details of their service which started as casual labour and ended up in the regularisation were furnished in the Annexure to the strike notice. A true copy of the same is appended to the statement as Annexure—A1.

The workmen herein mentioned above are casual labourers, who were engaged continuously for more than six months. Hence they ought to have been treated as temporary employees entitled to get all the benefits as per Rule 2005 of Indian Railway Establishment Manual Vol II 1990 edition. However the respondents/management did not granted the benefits as admissible to the temporary status attained employee such as scale rate of wages including DA & HRA. It is submitted that the respondent did not comply with the provisions of the said rule on the plea that the workmen did not come under the category of open line casual labourers but were only project casual labour. As a matter of fact they were casual labourers under the construction department and not on project.

It is submitted that these workers were part and parcel of the construction department which is a regular establishment as held on union of India Vs. Basant Lal & others 1992 (2) Sec. 679. They cannot be called as project casual labourers. It is relevant to note that all the work cannot be called as project work. Therefore they are not project casual labourers. The service records clearly prove that they were engaged in construction work which does not come under project as held by the Hon'ble Supreme Court in the case of L. Robert D' Suza Vs. Executive Engineer Construction Southern Railway reported in AIR 1982 SC 854. Assuming without admitting if they are casual labourer then also they are entitled to get scale rate of wages 1/30 t. of the time scale of wages after completion of 6 month service as per the order issued by the Railway Board No. PC/72/RGT/69-3 dated 12-6-74. Even this benefit also was not granted to the workers mentioned above. Therefore the Union prays that this Hon'ble Court may be pleased to declare that the workmen cited as item 1 to 21 26, and 30 to 48 are entitled to get temporary status and arrears of wages after completion of 120 days from the date of initial engagement.

Issue No. 2 payment of gratuity :

1. With regard to the 2nd demand mentioned in paragraph 3 of the Ext. P1 notice, the disputes relating to

parties serial No. 22 to 25 the Union states that the gratuity amount has been paid subsequently. Therefore the union is not pressing this item.

Issue No. 3 Non payment of awarded amounts :

1. With regard to the dispute, the workmen mentioned in serial No. 27 to 29 the Union submits that the awarded amount in the claim petition No. 47/74 has since been paid.

Issue No 4—Illegal termination of service :

1. With regard to the 4th issue which relates to the illegal retrenchment of the workers mentioned in serial No. 49 to 77, the union states that these workers were retrenched without adhering to the procedure in the Industrial dispute Act. The respondent namely the Executive Engineer Construction/Southern Railway, Trichur and Executive Engineer Construction/ Ernakulam has not followed the provisions of the I.D. Act. These workers were retrenched from service while their juniors are working in the Railway. Hence the Management has violated section 25F and 25H of the Industrial Dispute Act.

2. The union is submitting the detailed statement regarding the retrenchment as follows :—

(a) Serial No 49 Sri. V.K. Dasan :

It is submitted that he was a casual labour under the Executive Engineer/Ernakulam, Southern Railway. The workmen had worked more than 180 days hence he is entitled to get temporary status as per the Railway Establishment Manual. He has also worked more than 240 days continuously. Therefore he is entitled to get the benefits under Industrial Dispute Act. The termination of the worker was without giving any notice or notice pay. He was initially engaged on 16-4-67. In the year 1971 he was called for an interview to appoint him as a gang-men as per memo No. P 564/CN/ERS dated 21-12-1977. On medical examination he was found unfit in particular class. It is submitted that a casual labour who was found unfit in a particular category are entitled be considered in a lower category requiring lower medical classification as per Circular No. PAB Circular No. 3/73 dated 13-12-1972. A similar issue has been considered by this Hon'ble Court ID 12/91(C) in which the workmen was directed to be reinstated in service with full wage. Against which an appeal has been filed before the Hon'ble High Court of Kerala's O.P. No. 13336/95 also in which this has been upheld by the Hon'ble High Court. Therefore in the above circumstances the workmen in serial No. 49 in the strike notice may be directed to be reinstated in service with backwages and continuity of services.

(b) Serial No. 50 P.K. Dhraw Kumari :

The union states that her service was terminated by the Executive Engineer Construction Southern Railway

on 23-8-1981. She approached the authorities concerned for re-engagement. But the management refused to take her back. It is admitted by the management that she has got continuous work for more than 285 days. Hence a notice under Section 25F is mandatory before terminating her service. Therefore the retrenchment is illegal and hence the worker may be deemed to be in service for all purpose including wages and may be directed to be reinstated in service.

(c) Serial No. 51. K.K. Pushpavathy :

The union states that the workmen was initially engaged in the year 1971 and continued till 27-5-1979. She has also worked for more than 240 days. The termination of the workmen was without following the procedure laid down in I.D. Act. No. notice was served. Thereafter several juniors were re-engaged by the employer. She also submitted application as per the notification issued by the Railway. Hence it is humbly prayed that the workmen may be directed to be reinstated in service with full back wages and continuity of service.

(d) Serial No. 52 K.C. Karthiyani :

The union states that the workmen belongs to a scheduled caste community. Her service were terminated in the year 20-7-1981. Her total period of service was more than 283 days. Hence before terminating her service the management has to follow the procedure under Section 25F of the I.D. Act 1947. It is scheduled caste casual labourers by issuing notification. This is also violation of Hon'ble Supreme Court judgment, i.e. to re-engagement of casual labourers can only be from the seniority list. Hence it is prayed that the workmen may be reinstated into service with full backwages and continuity of service.

(e) Serial No 53—C. K. Bhanumathy :

Regarding the above mentioned workmen the union states that she has initially engaged in 1974 under PW1/TCR (conversion). Her service was terminated without following the procedure under I.D. Act. The service particulars are with the Management i.e. XEN/TCR.

F. Regarding working in Serial No. 54 M. Padamini

This workman was initially engaged under the PW1/ TCR in the year 1974. She was terminated from service without following the provision of I.D. Act 1947. The service particulars are with the employer namely XEN/TCR.

G Regarding workmen in serial No. 56. K.N. Omana

The above mentioned worker was engaged as a casual labourer under the inspector of work/doubling Trichur from 30-9-1979 to 15-10-1980 under the control of XEN/TCR. She was subsequently reengaged on 20-5-1983 to 10-6-1984 under the construction department of Southern Railway. Her service was terminated without following Section 25F and 25H of the I.D. Act. Her position

in the seniority list is 807 as on 1-4-1985. Now the management has re-engaged persons junior to the above workmen. For example (1) N.M. Beevathu (Position in serial No. 900. 2 P.D. Salma position in the seniority list is 1020). Hence the management has violated the scheme for absorption.

H. Serial No. 58 Pathumma

The union states that the above mentioned worker was engaged on 31-1-1977 onwards under the PW1/Doubling TCR. Her service was terminated on 15-10-1979. Therefore she has completed more than 240 days with artificial break. She has submitted her claim as per the notification of Railway before 31-3-1987. Therefore she has to be reinstated in service with backwages.

I. Serial No. 64. Neely. P. N.

She was a casual labourer from 4-9-1978 to 20-7-1983 under PWI/Trichur. She has completed more than 240 days . Service were terminated without following the provision of ID Act. Hence the worker has to be reinstated in service with backwages and continuity of service.

J. Serial No. 65 P. C. Chinna

The above worker was a casual labour from 4-9-1978 to 20-7-1983 under the PW1/Trichur. Her service were terminated illegally without following the procedure under Section 25F and 25H of the I.D. Act. Therefore the management may be directed to reinstate her in service with backwages.

K. Serial No. 66 C. K. Radha

The above worker was worker under the Railway from 1974 onwards. Her service were terminated. Subsequently the management has engaged juniors in service.

L. Serial No. 68 K. Thankamany

By mistake shown as K.N. Thankamany in serial No. 68

The union states that she was engaged as women mazdoor and was working under the PW*/I/DL/TCR with effect from 8-4-1978 and finally terminated on 20-7-1981. She has continuously worked more for than 240 days. Her service were illegally terminated without following the procedure under Section 25F of the I.D. Act. Therefore she has to be reinstated in the service with backwages.

M. Serial No. 72 K. Ammu

The union that she belongs to scheduled caste community. She was intially engaged on 8-3-1971 under PW*/Trichur and continued to work till 20-7-1981. She was terminated without notice and without following the procedure as contemplated under Section 25F of the I.D.

Act 1947. The management has taken juniors to the above workmen subsequently. Hence she is entitled to be reinstated with backwages.

Regarding the last item mentioned as Serial No. 77 A the union is not pressing this issue.

3. The management filed written statement raising the following contentions :—This written objection is filed by the Executive Engineer (Construction), Southern Railway, Ernakulam on behalf of the Management. In this connection it is submitted that there is no office and officer as Executive Engineer (Construction) Trichur, (shown as 2nd Management in the I.D.), as at present. The said office has been wound up about an year back. The residual works under the said office, are not looked after by the Executive Engineer/Construction/Guruvayoor.

At the outset it is submitted that the above I.D. is not maintainable either in law or on facts. The locus standi and right of the union itself is challenged and denied. The claims raised are very old and stale claims. They are multifarious, ambiguous and vague. They are also not dispute coming within the purview of the term 'Industrial Dispute' as envisaged in the Industrial Disputes Act and Rules.

In this connection it may kindly be noted that there are specific provisions in Railway regarding recognition of Unions, their functioning and activities etc. Such provisions are contained in the Railway Establishment Manual. The above union which has raised the above dispute and which is styled as claimant herein, is not such a recognised union in Railway. Its constitution, nature of functions, membership details etc. are not known to the Opposite Parties. It is not admitted that the workmen shown in Annexure A1, in respect of whom the above I.D. is raised, were or are members of the union. The union is put to strict proof of the details regarding its constitution, registration, functioning, enrolment of members with date and continuancy of such memberships, Register regarding members etc.

It may kindly be noted that in the claim statement, the claimant has made reference to Annexure A1, Describing it as a strike notice dated 23-11-1991. Again Annexure 'A1' itself contain a list of 77 persons, and another person, with some brief demands in respect of them. Neither the claims statement nor the Annexure to the same contain the details of the persons referred to therein including their service details. The claims and demands made in the claim statement and the Annexure, are at variance also in respect of some aspect. Going by Annexure A1 notice styled as a strike notice issued by a Trade Union, Courts and other Authorities concerned would get the impression that it is a genuine strike notice by at least 78 serving employees in Railway, for some legitimate causes. However the fact remains that none of

them were employees working under the Executive Engineer/Construction/Ernakulam or Trichur in 1991 or 1992. From the vague details given in the claim statement itself, it can be seen that even according to the claimant, union, most of them have ceased to be employees in Railway, more than 10 years prior to 1991. Obviously it is without knowledge of the said factual positions and by suppressing it that the claimant union happened to get some orders regarding referring the disputes to this Hon'ble Court. It has been done without any opportunity to the opposite parties, to appraise the real factual position to the Courts and Authorities concerned. Even after the reference of the above I.D. to this Hon'ble Court the claimant union has not chosen to furnish any details capable of even identifying the individual workmen listed in the Annexure, and their service details. The claim statement would go to show that even the claimant union is not clear about the relief claimed in respect of the workmen collectively and individually.

In the nature of the multifarious and ambiguous nature of the claims and reliefs in the claim statement, as also the lack of details regarding the workmen in question, it has become difficult and impossible to give any specific reply to the claim statement, apart from furnishing some general details.

There are two wings in Railway in respect of the works of Construction, maintenance etc. of Railway lines and buildings etc. They are construction wing and open line Engineering Wing. The construction wing is meant for contracting new Railway Lines, construction of major bridges, Buildings etc. There are separate Chief Engineer (Construction) Deputy Chief Engineers (Consumer Executive Engineer (construction) etc. in the said wing. After the construction of the lines, buildings etc. are over, they are transferred and handed over to the Open Line Engineering Wing. The subsequent works, day to day maintenance etc. are done and looked after by the Open Line Engineering Wing with its staff. There are separate Chief Engineers, Sr. Divisional Engineers, Divisional Engineers, Assistant Engineers, etc. in the said Wing. There are senior subordinates such as Inspector of Works, Permanent Way Inspectors, Bridge Inspectors etc. subordinate to the Engineers under both the said wings. Casual Labourers were being engaged by the said Sr. Sub-Ordinates according to the needs under their respective units and work load under them, with the sanction of Executive Engineers or Divisional Engineers, as the case may be. Such casual labourers were sent away also when the works in respect of which they are engaged, are over or on expiry of sanction for the work as the case may be. This was being done on the basis of Seniority and duly complying with the provisions under the I.D. Act also. Therefore the question of retrenching seniors by retaining juniors will not arise in the normal course. All the works under the Construction wing were and are termed as "Project Works,

and the casual labourers under the construction wing were and are termed as Project Casual Labourers. There was no provision for temporary status to such project casual labourers, however long they work. At the same time there was provision for temporary status to casual labourers who work in open line Wing, continuously for six months without any break, which was later reduced to 4 months. This difference was because of the distinction in the nature of works of casual labourers in both wings. Thus the work of casual labourer in Open Line Wing is of a permanent and regular nature, while that is not so is the construction wing. For, when the work of a Railway line or Building, etc are over in one place, the establishment there including casual labourers locally recruited is closed and the next work may be at another place. Whatever be, the distinction between Project Casual Labour (Construction casual labour) and Open Line Casual Labour continued.

The above position continued till the decision of the Apex Court in Indrapal Yadav case reported in 1995 (2) S.C.C. 648 directing to make some changes in regard the service conditions of casual labourers. On the basis of the directions contained in the said judgement, the Railway Board have issued order dated 11-9-1986, making provision for granting temporary status to Project Casual Labourers also. A true copy of the said order is produced herewith as Annexure 'M1'. Accordingly they were also granted temporary status and attendant benefits in a phased manner starting from 1-1-1981 onwards subject to satisfying the conditions contained in the said order. It is thus that project casual labourers were able to get temporary status for the first time. The provisions regarding temporary status for Project Casual Labourers (Casual Labourers working in construction wing) are distinctly incorporated in the 1990 Edition of the Railway Establishment Manual in Chapter XX.

In the order dated 11-9-86 of the Railway Board, referred to above, there is also provision made for preparing a comprehensive Divisionwise casual labour Register, arranged on the basis of number of days of work. In fact such a casual labour Register has been prepared and the persons contained in the said 'list' are engaged/absorbed in Railway according to vacancy position, or the basis of Seniority as contained in the said list in each Division of Railway. Future Engagements/absorptions are made strictly in accordance with the seniority as reflected in the said casual labour Register, except in cases where Courts/Tribunals order otherwise, and to the extent of such orders/directions only. In this connection it is also submitted that the said casual labour Register has been prepared by including a casual labourers as envisaged in the order dated 11-9-1986 of Railway Board, as modified by subsequent orders, if any, and also giving sufficient opportunity to all concerned and the Opposite Parties or construction wing have not done it. They are not empowered to do it also. The said C.L. Register contain-

the list of all C.Ls who were in service under the Opposite Parties, as on 1-1-1981 as envisaged in the order dated 11-9-86 mentioned above.

Again, as regards the service details of casual labourers are concerned, it is submitted that the casual labourers themselves are the custodian of the same. As already stated above, the casual labourers are engaged by the senior subordinates such as Inspector of works, Permanent way Inspectors etc. according to the needs in his unit. There will be very many such Senior Subordinates under each Executive Engineer (Construction) or Divisional Engineers as the case may be. At the time of such engagement a casual labour card is opened, where in the name, address, father's name, age, signature, Thumb Impression, L.T.I. Number etc. are recorded. The details regarding the work in each wage period (month) is entered in the said card. When work under a Senior Subordinate is over or when the service of the casual labour is terminated, the casual labour card with such endorsement is handed over to the casual labour concerned. This is to facilitate it to be kept and used as permanent record of his service, experience etc. He can approach another senior Subordinate in the same Division or even in other Divisions, and get himself engaged there according to availability of work, duly showing the casual labour card with him. This procedure can be repeated any number of times. There will be casual labourers with casual labour cards with endorsements of a number of Senior Subordinates showing works done under each of them. It is by adding up the days of work done under each such Senior Subordinates, in a Division that the Seniority of a casual labourer is determined and entries made in the casual Labour Register maintained in the Division. This is done on the basis of the casual Labour card with the casual labourer concerned, which is the basic record. Only on the basis of the entries therein, it will be possible to verify the correctness etc. in it with records, if any, available in the office of the Senior Subordinate or Senior Subordinates concerned. Without such basic record (C.L. card) and the details therein, the verification of service details of a particular person is next to impossibility. More so in respect of past details. In this connection it is also pertinent to note that as per rules regarding the subject, such records regarding working of casual labourers etc. need not be kept beyond 10 years. There is also the further fact that when a particular construction work is over, the records pertaining to it will be kept aside and the office of the Senior Subordinate concerned itself will be closed. As there were hundreds and thousands of casual labourers who have worked under Executive Engineers/Construction/Ernakulam and Trichur, over the years starting from 1971 onwards (from which date the claim in respect of some named workmen started, according to the claimant union) it will not be possible to get at the details, and even to make an attempt to get at the details, by

merely furnishing some names, as has been done by the claimant union.

Now coming to each of the issues, as contained in the claim statement, it is submitted as follows :

At the outset it may kindly be noted that even according to the claimant union, out of the 4 issues which were the subject matter of Annexure A 1 strike notice and strike in question, two issues/claims (issue Nos. 2 and 3) have already been satisfied and as such the same are not pressed. Thus it can be seen that the grievances as projected in the strike notice in question and which were the subject matter of consideration by Courts and other Authorities concerned, (in referring the above I.D.) have been substantially redressed.

The statements and allegations contained in paragraphs 3 and 4 of the claim statements are misleading and not fully correct. Separate provisions are made in the Railway Establishment Manual etc. in respect of regular employees, casual labourers in Open Line, Project casual labourers etc. as already detailed herein above. Thus there was provision for temporary status in respect of Open Line casual labourers and provision was made for granting wages at the rate of 1/30th of the scale rate of pay in respect of Project casual labourers. Project casual labourers were being paid scale rate of wages etc. accordingly as envisaged under the rules and orders. It is afterwards that the Hon'ble Supreme Court have decided Indrapal Yadav case in 1985, containing directions regarding grant of temporary status, regularisation etc. for project casual labourers also. It is in tune with the said decision and the principles therein that the order dated 11-9-1986 mentioned above was issued by Railway Board, for temporary status, regularisation etc. of Project Casual Labourers with effect from 1-1-1981 on the basis of the principles laid down therein. Accordingly all the eligible casual labourers under the Respondents have been granted temporary status and attendant benefits from 1-1-1981 onwards in a phased manner as envisaged in the said order of the Railway Board. The position being as above, the statements and allegations against the respondent Management, are without any basis or justifications. The statements and allegations to the effect that the Claimant Union have been agitating the issues of the workers for prolonged period etc. are also misleading, incorrect and are denied. The strike notice referred to are quite unrelated to the issues and causes as detailed in paragraphs 3 and 4 of the Claim Statement, such as temporary status, principles laid down in Indrapal Yadav case, its implementation etc.

The statements and allegations as contained in paragraphs 1, 2 and 3 under Issue No. 1 in the claim statement, are vague, misleading and without any basis. It is not in consonance with Annexure A1 strike notice and what has been stated earlier in paragraph 3 and 4 of the claim statement also. At some places under Issue No. 1,

the claimant union claims benefit of temporary status and at some other places it claims benefit of wages equal to 1/30th of scale rate of wages in tune with order dated 12-6-1974 of Railway Board. The strike notice annexed to the claim statement also refer to 1/30th of scale rate. In this connection it is submitted that all the eligible casual labourers under the Respondents 1 and 2 have been granted the benefit of 1/30th of scale rate of wages in terms of the said order dated 12-6-1974 of the Railway Board, as modified by later orders dated 21-10-1980, and 2-4-1981 etc. of Railway Board. True copies of the said orders dated 12-6-1974, 21-10-1980, and 2-4-1981 are produced herewith as Annexures M2, M3 and M4 respectively.

It can also be seen from the said orders that the provision regarding grant of benefit of 1/30th of scale rate of pay, is inconsistent with the claim for temporary status. The provision of Railway Establishment Manual 1990 Edition, referred to in the claim statement is also not applicable to the casual labourers who have been working under the Respondents at the relevant time, referred to by the Claimant union. In fact all the eligible casual labourers under the Respondents have been granted temporary status and attendant benefits, in terms of order dated 11-9-86 of Railway Board as already indicated above. The decision of the Hon'ble Supreme Court referred to in paragraph 3 under Issue 1 of the claim statement, are not applicable to the casual labourers in question. It is the decision in Indrapal Yadav case and the Principles laid down therein, which is applicable to casual labourers under the Respondents.

There is also the further fact that the claim for temporary status etc. are in any case unsustainable being barred by limitation and lapses. It is a stale claim. It can be seen that in paragraph 1 under Issue No. 1, the claimant union admits that all the casual labourers/workmen in question have been regularised in service on the basis of scheme evolved in terms of the directions in Indrapal Yadav case. However the union has not chosen to give the date of such regularisation, the place of their present work, Authority under when they are presently working etc. Again from the vague allegations in the claim statement, strike notice etc. it is to be inferred that the benefits claimed must be the benefits prior to the grant of temporary status in terms of decision in Indrapal Yadav case decision etc. Again as almost all the eligible casual labourers under Respondents 1 and 2 have been granted temporary status prior to 1-1-1984, the claim in question must be one prior to that. In this connection it is submitted that all the casual labourers under the Respondents have been paid wages etc. as per rules and orders prevalent from time to time. There is no grievance or objection raised by any of the person concerned on the claimant union regarding it. This being the position it is submitted that the claim raised for the first time in 1991, and repeated in the Claim Statement,

are all per se a lapsed and stale claim, made as an after thought.

From what is stated above it can be seen that the claims as contained under Issue No. 1 of the claim statement, are unjust, ambiguous, vague, contradictory, baseless and liable to be dismissed. They also amount to stale claim.

The statements, allegations and averments contained in the various paragraphs under Issue No. 4, are misleading, baseless, unsustainable, mostly incorrect, and are denied. It contains multifarious claims regarding alleged termination of service of different persons named therein, under different circumstances, by different Authorities, and on different dates in different years. Even according to the vague statements and allegations of the claimant union, it would appear that each of the alleged termination is the subject matter of an independent Industrial Disputes, having no connection with the rest of the alleged termination of services. This is apart from the fact that Issue No. 4, as such is also unconnected with the other three issues and the subject matter dealt with therein. Thus, the above I.D. pertaining to the said Issue No. 4, is also liable to be dismissed in limine due to misjoinder of causes of action and subject matter, multifariousness multiplicity etc.

Over and above that there is also the aspect of ambiguity. Lack of details enabling identification of persons, service details etc. of each and every persons. There is also the aspect of inordinate delay, lapses etc. making the alleged disputes regarding termination, claim for reinstatement etc. a stale claim in all respects.

In this connection it is also submitted that casual labourers were being engaged under the Respondents in respect of specific work of construction of new lines, including conversion of existing metre gauge lines into broad gauge lines, laying of additional lines (Doubling) etc. When such constructions are tapering the casual labourers engaged for the work used to be retrenched duly complying with the provisions in the I.D. Act and Rules, regarding seniority etc. if there is no other work available for engaging them or continuing them. There are innumerable number of cases filed before the Hon'ble High Court and Hon'ble Central Administrative Tribunal, by the affected casual labourers both individually and collectively, challenging almost each of such retrenchments/terminations, and the Respondents have all along been doing everything in compliance with the directions and decisions in such cases also. It is not clear as to whether all the persons shown in the list were casual labourers working under the Respondents, whether they were retrenched, and if so when and under what circumstances, whether they have challenged it individually or collectively etc. etc.

Again on the basis of the decision in Indrapal Yadav case and consequent orders such as order dated 11-9-86 (Railway Board etc. a live list of casual labourers, including all casual labourers who were in service as on 1-1-1981 and later retrenched/terminated, has been prepared by the Divisional Personnel Officer, Trivandrum, as envisaged in the said order dated 11-9-86, and engagement/absorption etc. is made on the basis of seniority as contained in the said list, except some changes to be made on the basis of individual court decisions etc. If the names of any of the workmen concerned, are included in the said Live Casual Labour Register in the Division, they will be considered for engagement/absorption according to the order maintained therein. As already submitted above, such live casual labour Register have been prepared and maintained by the Divisional Personnel Officer of Trivandrum and Palghat, in respect of all casual labourers who were serving in the areas under the said Divisions. This was done with due publicity and duly calling for objections etc. Engagement absorptions from the said list are done by the Divisional Authority. The fact being as above, the various allegations under Issue No. 4 of the Claim statement regarding terminations/retrenchments in violation of the provisions of I.D. Act and Rules, are denied. Again, statements and allegations regarding medical fitness of casual labourers, their entitlement for appointment in categories requiring lesser medical fitness etc. as contained in Claim Statement, are denied in general. The Respondents are not able to say anything regarding individual details regarding the matter as given in the claim statement, as they are perfect, vague and not capable of identification and details required for that purpose. Anyway, on the basis of the informations indicated in para 2 (a) under Issue No. 4 it can be seen that it pertain to a project casual labourer who has been engaged in 1975 or so and sent out of employment in 1977, due to medical unfitness.

In this connection it is submitted that there was no provision for engagement of casual labourers under Respondent (Project Casual Labourers) as regular gangmen in 1977, and that too a casual labourer with such a short service. Even in the case of regular open line casual labourers, the employment and regular appointment as gangmen, was possible only after about 10-15 years service in the normal course. From this itself the improbability of the story of the Claimant/Union will be self evident. It is also submitted that the Circular No. 3/73, or the decisions in I.D. 12/91, and O.P. 13336/95 referred to by the Claimant are not at all applicable to the instance as pictured by the Claimant/Union. Thus there are no orders or rules requiring engagement of any person who is medically unfit, as casual labourer in Railway. Of course, when casual labourers are urgently required, they may be engaged locally without previously conducting such medical examination. But it does not mean that such casual labourers should be

retained even if they are found medically unfit, on subsequent medical examination. The more fact that the medical examination has been conducted only later, will not give such casual labourers to be retained in service simply because they have worked for some period in spite of medical unfitness. However if the medical examination is unduly delayed for long number of years and till they attain sufficient long service for empanelment as regular gangmen, and medical examination is made only at the time of empanelment, some concessions are allowed as envisaged in the Circular No. 3/73 referred to by the Claimant/Union. This is also on the reasoning that due to such long service, a casual labourer who was medically fit at the time of initial engagement, might have become unfit, due to his continuous arduous work in Railway, also. There are no such contingencies in the instance case in question even as pictured by the Claimant/Union. Even the Union has no case that there were any representations, requests for re-medical examination etc. by the workmen concerned at any time. Thus it is self evident that the claimant/union has been trying to resurrect a stale claim after about 14 years in 1991. It is also pertinent to note that even in 1991, the Claimant/Union itself has no case that the alleged termination is due to medical unfitness etc. (as would be self evident from Annexure A1 itself).

Again it would appear from Annexure A1/W1 that the Claimant/Union had two more claims, such as non-implementation of order of the Hon'ble CAT/Madras, in O.A. 485/89, and non-payment of pensionary benefits to a gangmen by Divisional Personnel Officer, Palghat. However nothing is stated about it in the claim statement. Thus it can be seen that out of the six claims which were projected as subject matter of strike and strike notice, the Claimant/Union itself virtually concedes about satisfaction of 4 claims. From what has been detailed herein above regarding the other two claims, it can be seen that they are *per se* unsustainable, vague, ambiguous, stale etc. and the Claimant/Union have raked up them without any bona fides and justification.

For the reasons stated above, it is respectfully prayed that this Hon'ble Court may kindly dismiss the above I.D.

4. Union filed rejoinder refuting the contentions in the written statement and reiterating the averments in the claim statement.

5. Evidence in this case consists of the testimony of WW1 to WW4 and Ext. W1 to W40 on the side of the union. The management has not adduced any evidence.

6. The following points that arise for consideration:

1. Whether the demand of the union (Ermakulam District Engineering and Industrial Workers Union)

raised vide strike notice dated 23rd November, 1991 is legal and justified?

2. What relief the concerned workmen are entitled to?

7. Point Nos. 1 & 2 :—Even though the union has raised disputes of 77 workers, the union has raised the disputes regarding the workers V.K. Dasan (Sl. No. 49), P.K. Drawkumary (Sl. No. 50), K.K. Pushpavathy (Sl. No. 51), K.C. Kartheyani (Sl. No. 52), P.K. Vasantha (Sl. No. 55), K.N. Thankamani (Sl. No. 68). Even though name of Vasantha Sl. No. 55 is included in the list of workers containing 77 workers.

8. The learned counsel for the management would argue that this industrial dispute is not maintainable due to the lapse of *locus standi* for the union, ambiguity lapse and delay etc. and cited a decision in the case Nedugadi Bank Ltd. Vs. K.P. Madhavan Kutty reported in 2001 LLJ S.C. 561 to substantiate its argument with respect to delay. The learned counsel for the union would argue that the issue raised by the workman in the above cited case and in the instant case are entirely different and therefore the principle laid down in that case is not applicable in the present case. The grievance of the workman serial No. 49 in the present case is violation of Sections 25F, 25H and 25G of the Industrial Disputes Act and the circular No. 3/1973 and the grievance of other workers are violation of Sections 25F, 25H and 25 G of the Industrial Disputes Act. In the above cited case the termination pursuant to misconduct extenuous the workman's right of continuation in service. But in the present case, due to right of the workers under the Indian Railway Establishment Manual for re-engagement in preference to other fresh job signatories and due to violation of Section 25F which calls for reinstatement as a normal rule with proved. And therefore the workers have a continuing right to be re-engaged as and when vacancy arises. In the above cited case the termination of workman was subsequent to prove misappropriation of money and falsification of account. Therefore the termination in the above cited case is a punitive measure while the termination of the workman in the present case is not consequential of any criminal offence. The workman in the above cited case was served with notice after framing charges against him. While the workman in the present case were terminating without any notice as mandated by Section 25F of the I.D. Act. Termination being punitive in nature in the above cited case, the workman has no right to continue in service whereas in the present case the workman have a continuing right until their termination is incompliance with Section 25F. The continuing right being violated, as fresh period of limitation begins to run at every moment of time their rights continued to be denied. Therefore the contention of the management that the I.D. is not maintainable due to

delay is not sustainable. The other contention of the management that the workman involved in this I.D. are not members of the union also will not stand since the union has raised the dispute of the workman involved in this case it is irrelevant whether the workmen are the members of the union.

9. V. K. Dasan (Sl. No. 49) was a casual labourer in Railway from 16-4-1965 to 27-12-1973. Ext. W1 is the service card of the workman V. K. Dasan. Ext. W2 is the certificate dated 23-1-1997 issued by the Inspector of workers Southern Railway, Ernakulam which shows that Dasan was a Khalasi on 23-1-91 and Ext. W3 certificate dated 23-5-1971 shows that he was an applicant for the post of gangman. Ext. W3 dated 21-12-1971 is the call letter for interviews. Ext. W5 is the emergency duty pass issued to the workman on 17-6-1973. Ext. W2 to W5 would show that the workman V. K. Dasan was in service till 1973. The workman V. K. Dasan was examined as WW1 in this case. He has deposed that he had put in continuous service from 1961 to 27-12-1973 and that fact remaining no disputes in cross examination which also corporates the documentary evidence of W1 to W5 that he was in continuous service for more than 240 and 360 days therefore he could be retrenched only after compliance of the requirements laid down under Section 25F of the Industrial Disputes Act. But the management has not complained any of the requirements laid down under Section 25F of the I.D. Act to retrench the workman V. K. Dasan. Therefore the termination of the workman Sri. V. K. Dasan is illegal. The learned counsel for the union would argue that the reinstatement to juniors like Pavithra, Kuriakose etc. no non-absorption of the workman V.K. Dasan who is much senior to them, is against the provision under Section 25G of the I.D. Act. The learned counsel for the union also argueat that the termination from service without considering for the post of requiring lower medical category is illegal. Circular No. 3/1973 stipulates as follows : "Such of the casual labourers as are found on medical examination to be unfit for the category for which they are sent for medical examination, despite the relaxed standard prescribed for re-examination, may be considered for alternative category requiring a lower medical classification subject to their suitability for the alternative category being adjudged by the screening committee, to the extent it is possible absorption against alternative posts requiring the lower medical classification." Hence the workmen, when found unfit for B1 category, ought to have been considered for alternative posts requiring lower medical classification. Therefore the termination of service of Sri. V. K. Dasan without considering for the lower category is violative of the above provisions in the circular and hence the termination is illegal. Even though the workman was found unfit for one category. Ought to have been considered for alternative posts requiring lower medical classification. Therefore the termination of service of Sri. V. K. Dasan without considering for the lower category

is violative of the above provision in the circular and hence the termination is illegal. Even though the workman was found unfit for one category, his unfitness for that particular category does preclude his right to continue in his previous status. Had he not been illegally terminated, by virtue of continuous service more than 360 days he would have been attend temporary status, in permanent Service. It is held in the case reported in (1992) 20 ATC 328 it was held that termination without complying with requirement of Section 25F of the I.D. Act and without considering for alternative posts requiring lower medical category is illegal. Therefore the workman V. K. Dasan Sl. No. 49 is entitled to reinstatement with continuity of service to a post and alternative category requiring lower medical category. The learned counsel for the union has submitted that due to over age of the workman he is not present for reinstatement. But the workman may be adequately compensated. Therefore I am of the view that the workman V. K. Dasan is entitled to get a total compensation of Rs. 25000/- from the management.

10. Sl. No. 50 Drawkumari was engaged as a casual labourer since 31-1-1977 and continued upto 23-8-1981. On 8-8-1981 she took 15 days leave for her marriage but due to severe sickness of her mother-in-law she was forced to stay back and look after their 2-1/2 months. When reported on duty she was told that she will be re-engaged as and when required. Ext. W8 casual labour service card proves her continuous service from 11-9-1980 to 20-6-1981. Having completed 240 days of continuous service her temination with compliance of Section 25F of the I.D. Act is illegal. Moreover, she has registered her name for inclusion in the live register and her name is reflected in the seniority list. Therefore the contention of the management that the workman Drawkumari has abandoned her service and she is not entitled for re-engagement if for unsustainable. Since there is no compliance of Section 25F of the Industrial Disputes Act, the termination of the worker Drawkumari Sl. No. 50 is illegal and therefore she is entitled to be reinstated with continuity of service but without backwages.

11. The worker, K. K. Pushpavathy Sl. No. 51 has enagaged as a casual labourer in the year 1971 and continued her service still 27-5-1979. The fact which is proved by Ext. W11 service card and admitted by the management in page 2 of the reply filed before the conciliation officer that Smt. K. K. Pushpavathy was a women Mazdoor under the permanent Way Inspector, Trichur from the year 1971 to 27-5-1979 by virtue of her 240 days continuous service she is entitled to the right under Section 25F of the Industrial Disputes Act. Moreover she had registered her name as per the direction of the Hon'ble Supreme Court before 31-3-1987 and her name appears in the seniority list which is not disputed by the management. The learned counsel for the union also would argue that juniors of the workman are engaged without

considering her seniority in violation of Section 25G of the Industrial Disputes Act. Therefore the worker K.K. Pushpavathy, Sl. No. 51 she entitled to reinstate with continuity of service but without backwages.

12. K.C. Karthiyani, worker Sl. No. 52 joined as a casual labourer on 3-4-1978 and continued upto 20-7-1981. In the year 1978 itself she is completed 147 days and in the year 1979 she has completed 120 days in open line of the railway. Ext. W13 is the service card to that effect. She completed 252 days of continuous service from 1-11-1980 to 20-7-81. Therefore she is entitled to get temporary status as prescribed as open line casual labourers and right under Section 25F of the I.D. Act. She was examined as WW4 in this case. WW4 has deposed that she is a member of the scheduled caste and in the year 1990, the management absorb scheduled caste labourers by issuing notification ignoring her case. She has registered her name in the live register as per the notification issued by the railway in pursuance of the decision reported in 1987 S.C. 1153. On enquiry she was informed that her name is in the seniority list. Considering all these aspects I am of the view that she is entitled to be reinstated with continuity of service but without backwages.

13. The worker P.K. Vasantha Sl. No. 55 was engaged as casual labourer from 8-3-1977 to 2-7-1984 in the railway. Her evidence by her service card which is marked as W 40. She has completed 130 days continuous service in open line from 22-2-1984 to 2-7-1984. As such she is entitled temporary status on completion of 120 days continuous service as per chapter 2001 (b) of Indian Railway Establishment Manual. Once temporary status acquired by virtue of completion of 120 days the worker are entitled to notice on termination under Section 25F of the Industrial Disputes Act. She has also registered her name in the live register for re-engagement and her name is in the seniority list. Therefore she is entitled to be reinstated with continuity of service but without backwages. The learned counsel for the union would argue that K. N. Thankamani No. 68 was engaged as casual labourer on 3-4-1988 and continued till 20-7-1981. But no piece of evidence is produced before court to show that the worker K.N. Yhankamani Sl. No. 68 was engaged as casual labourer in the railway. But there is no evidence to prove that she was engaged as casual labourer in the railway. The worker K.N. Thankamani failed to prove that she was engaged as casual labourer and work more than 240 days continuous service. Therefore the worker K.N. Thankamani Sl. No. 58 is not entitled to get any relief.

In the result, an award is passed directing the management railway to pay compensation of Rs. 25000 to the workman Sri. V. K. Dasan Sl. No. 49, instead of reinstatement. The management is also directed to reinstate Drawkumari, Sl. No. 50, worker K.K. Pushpavathy Sl. No. 51, the worker K. C. Karthiyani Sl. No. 52 the workman

V. K. Vasantha Sl. No. 55 as temporary casual labourers with continuity of service but without backwages. The serial No. 68 T. N. Thankamani is not entitled to get any relief.

This award will take effect one month after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 17th day of January, 2005.

Ernakulam.

K. K. UTHARAN, Presiding Officer

APPENDIX

Witness examined on the side of the Management :—Nil

Witness examined on the side of the Workman :

WW1—Sri. V.K. Dasan

WW2—Smt. Draw Kumari. P.K.

WW3—Smt. Pushpavathi

WW4—Smt. K.C. Karthiyani.

Exhibits marked on the side of the Management :—Nil

Exhibits marked on the side of the Workman :

Ext. W 1—Casual labour service card of V. K.
Drawkumari.

Ext. W 2—Centrificate issued by the Inspector of works
Southern Railway, Ernakulam.

Ext. W 3—Certificate issued to V. K. Dasan by Assistant
Engineer.

Ext. W 4—Letter dated 21-12-1971 to V. K. Dasan by
Executive Engineer.

Ext. W 5—Emergent duty paid issued to V. K. Dasan by
Southern Railway.

Ext. W 6—Postal acknowledgement card dated 10-8-73.

Ext. W 7—Postal acknowledge card dated 10-8-79.

Ext. W 8—Casual labour service card of P.K. Drawkumari.

Ext. W 9—Strike notice dated 23-11-91 issued by the
Ernakulam Dist. Engineering and Industrial
Workers union.

Ext. W 10—Seniority list of the casual worker.

Ext. W 11—Casual labour service card of Pushpavathy.

Ext. W 12—List of Casual Labour/Gangman.

Ext. W 13—Casual labour service card of K.C. Karthiyani.

Ext. W 14—Casual labour service card of P. K. Vasanthy.

नई दिल्ली, 18 मई, 2005

का.आ. 2090.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दक्षिणी रेलवे के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार श्रम न्यायालय, इरनाकुलम के पंचाट [संदर्भ संख्या आई.डी.सं. 14/1995(सी)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2005 को प्राप्त हुआ था।

[सं. एल-41012/107/1993-आई.आर.(बी. 1)]

अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2005

S.O. 2090.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [ID. No. 14 of 1995(C)] of the Central Government Labour Court, Eranakulam now as shown in the Annexure in the Industrial Dispute between the employers in relation to the Management of Southern Railway and their workman, which was received by the Central Government on 17-05-2005.

[No. L-41012/107/1993-IR(B.1)]

AJAY KUMAR, Desk Officer

ANNEXURE

IN THE CENTRAL GOVERNMENT LABOUR COURT, ERIAKULAM

(IN THE LABOUR COURT, ERIAKULAM)

(Monday, the 28th day of February, 2005)

PRESENT:

Sri. K. K. Utharan, B.Sc., LL. B., Presiding Officer

Industrial Dispute No. 14 of 1995 (Central)

Between :

The Executive Engineer (Construction),
S. Railway,
Podanur, Tamil Nadu.

And

The workman of the above concern represented by the General Secretary, Dakshin Railway Casual Labour Union, Edapally North, Cochin-24.

Representations :

Sri. P. M. M. Najeebkhana,
Advocate,
Addl. Central Govt.
Standing Counsel CAT,
Kochi-682 018For management

Sri. Pauleson C. Varghese,
Advocate,
ErnakulamFor Union

AWARD

This reference was made by the Central Government of India as per letter No. L-41012/107/93-IR(BI) dated 5-5-95. The dispute is between the

Management of Southern Railway and their workman. The dispute referred is :

"Whether the action of the management of Executive Engineer (Constrn). Southern Railway, Podannur in terminating the services of the workman viz. Shri R. Kaladharan working under PW/Palghat WEP 3-7-84 without complying the provisions of the I.D. Act, 1947 & Indian Railway Establishment Manual is justified? If not to what relief the concerned workman is entitled to?"

2. Union filed claim statement raising the following : The concerned workman Shri R. Kaladharan was employed as casual labour under permanent way Inspector Cochin/ Palakkad (PWI/CN/POT of Southern Railway. His services were uninterrupted and continuous ever since the date of appointment on 22-12-1983. he was drawing Rs. 780/- per month. While working so on 2-7-84 his service were terminated by management without stating any reason. No reparation or no notice pay was offered to the workman at the time of termination of service. No allegations were raised against the workman at any point of time. Hence the action of the management terminating the services of the workman is unjustified unsustainable and against the existing provisions of industrial disputes Act.

The workman is not alternatively employed anywhere. Since that date of termination. He is finding it very difficult to pull or his huge family without any earnings.

It is therefore respectfully prayed that this Hon'ble Court may be pleased to pass an award directing the management to reinstate the workman with full backwages and continuity in service.

3. The management filed written statement raising the following contentions:—It is submitted that Sri. R. Kaladharan, Project Casual Labour under this respondent, on daily rate of pay Rs. 13/- per day with effect from 22-12-83 and he was retrenched from service on 2-7-84 along with the other 379 such daily rated casual labourers for want of work with L.T.I. No. 426.

In O.P. No. 7570 of 1987 the Hon'ble High Court of Kerala defined that it is well established principle of Industrial Law. Industrial Court, Tribunal Authorities do not entertain stale claims. According to the above decision the maximum period of entertaining a stale claim is 4 years. As such this stale claim is 10 years old thus the claim is liable to be dismissed in 'limini'. The photocopy of the said order of the Honourable High Court of Kerala is produced herewith and marked as Exhibit R.I."

The applicant of Sri. R. Kaladharan Project Casual labour had filed a claim petition at Labour Court/Kozhikode vide No. 49/88 (Central) for the arrears of the Ty. status after completion of 120 days of continuous service i.e. from 1-5-84 to 2-7-84. The respondent Railway has rejected the claim through the counter statement and submitted that the applicant was only a project casual labour and he was in employment in this project only for a period of 190 days. As such he is eligible for monthly rate of pay plus

Dearness allowance for two days only as envisaged in the Railway board letter No. E (NG) 11/83/1-6/5-4 of 6-6-83. The Hon'ble Labour Court has agreed and passed an order dated 29-1-88 Exhibit R.II to pay the difference amount of Rs. 37-90 to the applicant. The same has also paid to the applicant. The photocopy of the said order of the Hon'ble High Court of Kerala is produced herewith and marked as Exhibit R. II.

It is humbly submitted that the above applicant is not eligible for Temporary status on completion of 190 days of service as per with other open line casual labourers. The administration has accepted the difference in wage of two days Rs. 37-90 (i. e.) the difference of daily rate and monthly rate after completion of 180 days.

Further, the applicant has filed a written petition to the Assistant Labour Commissioner, Ernakulam for the completion of 120 days continuous service, he must be allowed for Temporary status as per order of Government Labour Court/Kozhikode vide C.P. No. 49/88. And also his termination was made without any notice and said notice was not given to him and the termination is illegal.

It is submitted that, the petitioner was initially engaged as a project casual labour. Project casual labours are not eligible for Temporery Status/CPC scale after completion of 120 days service. They are eligible only for temporary status only in the wake of Hon'ble Supreme Court 1985 (2) 648, W.P. No. 147320-69, 559 in Indrapal Yadav and others and Railway Board Lr. No. E (NG) II/84/CN/41 of 11-9-86 Exhibit R.III. The above project casual labour has not come under the purview of the above said order, he was in employment of 190 days of service only. Hence he is not eligible for retrenchment compensation and notice of termination. It is clearly seen from the Railway Board order No. E (II) 8/AT/10/1-8 dated 23-2-82 that the workman (regular or casual) should be deemed to have completed continuous service for one year under an employer if he has worked for 240 days (calculated in terms of section 25 B (2) of the I.D. Act) in a period of 12 months proceeding the date with reference to whose calculation is to be made. Even though he might not have been in service of the employer for one whole year.

The project casual labour of Sri. R. Kaladharan has completed only 190 days only in service processing the date of his retrenchment. Hence he is not eligible even for temporary status and notice of termination and retrenchment compensation.

In the view of the above, it is submitted that Sri. R. Kaladharan, project Casual Labour has worked only 190 days. He had already been given monthly rates of scale after completion of 180 days and difference also paid. The Hon'ble Labour Court had not ordered to give temporary status to the petitioner and only accept counter of administration as per rules.

Hence he is not eligible for any temporary status/retrenchment compensation and notice of termination. It is also submitted that the action of this management to terminate the service of Sri. R. Kaladharan, Project Casual Labour with effect from 2-7-84 is as per the provision of

I.D. Act, 1947, Indian Railway Establishment Manual. He is not eligible for any relief as per I.D. Act. Under the above circumstances it is humbly prayed that this Hon'ble Court may be please to dismissed the claim petition with cost to this respondent.

4. The management has also field additional written statement raising the following contentions.—The Management deny all the material allegations made by the applicant except that are expressly admitted herein.

At the outset the respondent deny the existence of an Industrial Dispute between the applicant and the respondent.

The applicant cannot be taken as workman within the meaning of section 2(s) of the Industrial Dispute Act, 1947. The definition of a workman as per the I.D. Act, 1947, is reproduced hereunder :—

“workman—means any person (including an apprentice) employed in any industry to do any manual unskilled, skilled technical, operational, clerical or supervisory work for hire or reward whether the terms of employment be expressed or implied and for the purpose of any proceeding under this Act in relation to an Industrial dispute, includes any such person who has been dismissed, discharged or retrenched in connection with, or as a consequence of, that dispute, or whose dismissal, discharge or retrenchment has led to that dispute, but does not include any such person etc.

The attention of the Court is invited to the definition itself implies that the workman must be employed that the industry to do (may please be noted, the stress on present tense) i.e. should be working or has been dismissed/discharge/retrenched and whose dismissal/discharged/retirement has led to the dispute.

It is clear that the applicant was a workman under the respondent, but not workman now as he has not been dismissed/discharged/retrenched which has led to any dispute (The applicant has only asked for payment of assumed arrears of wages which were supposed to be due to him, and not challenged anything regarding dismissal/discharge/retirement). Therefore, the applicant is not a workman as per I.D. Act 1947 and can not file a claim under I.D. Act.

The applicant was a workman under the respondent have been retrenched in the normal circumstances adopting the establishment rules and regulations.

The definition of industrial dispute as per I.D. Act 1947 is not reproduced hereunder.

Industrial Dispute means any dispute or difference between employees and employers or between employers workman, or between workman and workmen, which is connected with the employment of non-employment of the terms of employment or with the conditions of labour of any person.

This also clearly says that the Industrial disputes means and dispute between employer and workman which

is connected with employment or non-employment or terms of employment or that the conditions of labour of any person.

It is brought out that there is no evidence that the applicant as aggrieved workman ever made a representation to the respondent and it has been refused by the respondent which is necessary condition for existence of an Industrial Dispute to be adjudicated by an Industrial Tribunal or Labour Court. Under the I.D. Act the payment of assumed arrears of wages that too based on a court verdict in an incomparable case cannot be assumed to have a nature of Industrial Dispute.

The text for industrial dispute could be that the aggrieved party should be either workman or employer treated as a group. The dispute should be about the employment or non-employment of the terms of employment or with the conditions of labour during the course of employment or immediately after retrenchment for termination if the retrenchment or termination itself is disputed. The present application does not fall in any category of employment or non-employment. At the best it comes under terms of employment. Since the applicant has been working under the respondent with terms of employment and is not challenged it during the course of his employment it is clear that there is no dispute that existed during the course of employment. Only it is raked up now after a court verdict in an incomparable case when the applicants themselves have ceased to be workmen.

The question at large is not connected with the employment or non-employment the terms of employment or the conditions of labour as provided in the definition of industrial dispute, but only payment of assumed arrears of wages for persons who are not workman and the respondent(s) of the opinion that the Honourable Court is not the appropriate forum to discuss the issue as neither it is coming under the category of Industrial Dispute nor the applicant is workman nor any dispute existed or exists between the workman and the employer and on these grounds alone the application is liable to be dismissed.

Section 33-C(2) of the I.D. Act under which the notice has been issued to the respondent also is limited by the wording of the section itself in that the amount at which such benefits should be computed may, subject to any rules that may be made under this Act be determined by such labour court. In as much as the applicant is not workman and there is no dispute as defined in the I.D. Act, Section 33(C) (2) of the I.D. Act also is not applicable.

In spite of the objection made out in the above paras the respondent submit further that the applicant was engaged as casual labour in projects. He has claimed the relief by his application for consideration of which, the normal time limit, has already lapsed. It is brought to the notice of the court that the time limit for preservation of the records for casual labourers as per the rules of this department is only 10 years. But the applicant is claiming his relief for a period before 10 years on the dates of application. The notice of the court is drawn to verdict of the Hon'ble High Court of Kerala in its OP No. 7970 of

1987. In which it is clearly stated that it is a well established Industrial law and industrial courts, tribunals and authorities do not entertain such stale claims. Even the Industrial Dispute Act, 1947 specifies a maximum period of 1 year for making claims with a provision for relaxation. But there is no sufficient grounds made out by the applicant for relaxation. According to Supreme Court the maximum period of entertaining even such claims for relaxation is only four years. Therefore the claims made by the applicant is stale as per the above court verdicts and on these grounds alone the application is liable for dismissal as in limine.

It is also brought to the notice of the court that the applicant was engaged in projects in the territorial jurisdiction of Tamil Nadu. His pay drawing office is also situated in Tamil Nadu.

The relief if granted, is also to be granted by General Manager/Southern Railway/Madras whose office is at Madras. The Div. Personnel Officer, Palghat is in no-way connected with the claims and the first respondent and his superior officer are also situated in the territorial jurisdiction of Tamil Nadu. Even if any relief is granted by the court if it will be executed the first respondent and his superiors in the territorial jurisdiction of Tamil Nadu only. Therefore the applicant has filed case without jurisdiction and on this ground also the application can be dismissed as 'without jurisdiction'.

It is also brought to the notice of the court that all the casual labourers who are working in Railways are issued casual labour cards which is an authentic record to establish their claims. It is requested that the applicant is to be directed to produce C.L. cards for considering his application which is Issued to him.

It is also brought to the notice of the court that the period of preservation of Master host for the casual labourers are only ten years and the applicant has filed his claim after the stated period of preservation, has expired, with an expectation that the Railways may not be in a position to produce any records at such as distant date and there is a possibility of getting benefits of doubt to the applicant.

In spite of the fact that the above objections outlined in above paras himself is adequate to dismiss the application the respondent wish to submit further that :—

The applicant was engaged as casual labour on projects (for definition of Project Casual labourers refer below) The claims made by the applicant is on the following grounds.

(a) Claiming scale rate of wages after completion of 6 months of casual labourers service.

(b) Claiming temporary status after completion of 6 months of casual labourers service.

(c) claiming leave salary on granting of temporary status.

(d) Claiming interest and cost of litigation.

All the above claims revolves around the rules & procedures governing the terms of employment of project casual labourers and it is necessary to bring to the notice of the court and also the applicant the rules regarding terms of employment of project casual labourers in Railways. The respondent take this opportunity to brief the court & also the applicant about the terms of employment of project casual labourers in Railways.

The casual labour refers to 'Labour put on employment which is essentially intermittent, aporadic, and extend over short period. Labour of those kind is normally recruited from the nearest available source. The casual labourers in Railways are of two categories namely, open line casual labourers (these who are engaged and utilised for maintenance & operation of Railway line) and project casual labourers 'those who are engaged in projects of Railways).

Project casual labourers are defined as seasonal labours who are deputed for specific work of less than a month duration or on projects. Projects include construction of new lines, major bridges, restoration dismantling lines and other major improvement line works like doubling widening of tunnels, bridges etc.

The Project casual labour engaged in Railway projects as defined above, are eligible for 1/30 of appropriate scale rate of wages with Dearness Allowance on completion of a month of continuous service in the same type of work with effect from 1-6-74 (or) on the date from which 6 months continuous services is completed whichever is later by authority of Railway Board letter No. P. 372/RLT/69-III dated 12-6-74 copy of this order enclosed as R.I.

The scheme for granting temporary status to casual labourers in Railways were introduced with retrospective effect from 1-1-81 based on the decision of the Supreme Court rendered in the case of Indrapal Yadav & Others versus Union of India. Copy of judgment is enclosed as R-2.

The project casual labourers on attainment of temporary status will be eligible for the following benefits:

- (a) Period of notice for termination of service subject to provision of Industrial dispute Act, 1947.
- (b) Scale of rate of pay.
- (c) Compensatory & loval allowance.
- (d) Attendance
- (e) Leave Rules.
- (f) Provident Fund & Gratuity.
- (g) Allotment of Railway accommodation & recovery of rent.
- (h) Railways Passes.
- (i) Advances or any other benefits specially authorised by Railways.

(j) The qualifying service for pension & gratuity purposes will be taken as 1/2 of total temporary status service.

In brief the Project casual labourers will be eligible for scale rate of wages on completion of 6 months of continuous service on or after 1-6-74 (repeat on or before 1-6-74 only and they will eligible for temporary status on or after 1-1-80 as per the following scheme.)

- (i) Those who have completed 5 years of service as on 1-1-81 treated temporary from 1-1-81.
- (ii) Those who have completed 3 years of service but less than 5 years of service as on 1-1-81 treated temporary from 1-1-82.
- (iii) Those who have completed 360 days but less than 3 years of service as on 1-1-81, treated temporary from 1-1-83.
- (iv) Those who hav completed 360 days of service on or after 1-1-84, treated temporary from 1-1-84 or the date on which 360 days are completed whichever is later.

The benefits as outlined in Para 16 will accrue to casual labourers only after attaining temporary status and not before and this in any case cannot occur before 1-1-81, repeat this in any case cannot occur before 1-1-81.

It is clear that none of the project casual labour were granted the temporary status prior to 1-1-81 and none of the project casual labours were granted scale rate of wages before 1-6-74. If at all any arrears is admissible it will only for the period beyond the above mentioned date and not before and also it is subject to the continuity of service.

While verifying the available records it is seen that the above project casual labour of Sri R. Kaladharan was engaged on 22-12-83 with LT1 No. 426, had worked under PW1/CN/PGT. The above project casual labour had worked in this construction organization for 190 days and retrenched on 2-7-84. Hence, he is not eligible for temporary status and notice of termination. It is also clearly seen from Railway Board Letter No. E(II) 8/A7/ID/1 dated 23-2-1982 that a workman (regular or casual) employed for a period not less than 12 calender months and an employer during these 12 calendar months he had worked for not less than 240 days (calculated in terms of Section 25F(2) of the ID Act) in a period of 12 months preceding the date with reference to whose calculation is to be made, even though he might not have been in service of the employer one whole year.

The respondent has also carefully pursued and submitted that Sri R. Kaladharan project casual labourer had worked only 190 days and he had already been given monthly rate of scale after completion of 180 days and difference also paid upto 2-7-84 as per the provision of ID Act, 1947 and Indian Railway Establishment Manual. Further, he is not eligible for any relief as per ID Act.

Further, it is humbly stated that in reply to award passed by the Labour Court, Ernakulam in ID No. 3/95(C) the respondent had filed O.P. No. 15479/97 dated 28-8-97.

It is respectfully stated that the same type of temporary status cases (after completion of 6 months continuous service) has been dismissed by labour court, Kozhikode. (44 Joint trial cases, common order No. CP(C) 82/93 to 38/93 and 7 joint trial cases common order No. CP(C) 10/94 to 24/95—dismissed on 29-8-97 (copy enclosed) (R.I.).

In spite of the fact that the application is time barred, without jurisdiction, not following the established procedure. Invalid contentions, still the respondents have verified the application and found that the claims made are not sustainable as per the rules and provisions of railways elaborated in the proceeding paragraph and therefore, request that the application may please be dismissed. It is respectfully stated that the supreme Court of India civil appeal No. 4643 of 1992 clearly stated that after completion of 360 days, the project casual labourers are eligible for Ty. status (copy enclosed) LR II and marked as further it is clear that the applicant has made infructuous and stale application without jurisdiction which had put the railway in hardship. The railway for obeying the orders of the court has to bear the cost of filling counters. Legal fees, and other management expenses. It is clear that the applicant willfully filed this petition knowing fully well that his claim is stale and invalid without jurisdiction and as the railways have been put to tremendous hardship by such stale, inconsequential and invalid claims it is requested that the court should take notice of such attempt being made by ex-casual labourers of Railways and direct the applicant to pay the cost to Railways. Such an order will put a full stop to such stale, inconsequential and invalid claims and relieve the Railways from attending to infructuous work and concentrate on its main duty to the public namely giving an efficient transport to the public.

5. The evidence in this case consists of the testimony of WW1 and Ext. W1 to W3 on the side of the union and the testimony of MW1 and Ext. M1 to M6 on the side of the management.

6. The point that arise for consideration are :

1. Whether the action of the management terminating the service of the workman Sri R. Kaladharan is justifiable?

2. If not what relief the workman is entitled?

7. Points Nos. 1 & 2.—The workman joined in the management Railway on 22-12-1983 as a casual labourer under the Permanent Way Inspector, Cochin—Pkd. He work up to 2-7-1984. On 2-7-1984 his services were terminated without stating any reason. No. notice pay or retrenchment compensation was offered at the time of termination. Therefore, the termination of employment amounts to illegal retrenchment U/s 25(f) of the I.D. Act and the provisions of the Indian Railway establishment manual. The contention of the management is that the workman was only a project casual labourer and so he is not entitled to get temporary status as he is not completed 360 days continuous service but there is no evidence to show that the workman was project labourer. The unions

case is that the workman was working in the open line and was doing the packing and other allied works. WW1 is proposed as follows :—

[MATTER NOT CLEAR]

The evidence in this case would show that the workman had worked in the open line. Therefore he is entitled to get temporary casual labour status. So the termination without payment of notice pay and retrenchment compensation is illegal. Therefore, the termination of the workman from the services of the management Railway is liable to be set aside. During the pendency of the case the union produced office order No. J/W/I/18/2004 dated 30-7-2003 of the Divisional Office of the management railway which is marked as Ext. W3. As per Ext. W3 office order, the management Railway appointed the workman Sri Kaladharan as temporary track man on Rs. 2510 in the scale of Rs. 2610-2540 and posted to the Kgo Station w.e.f. 23-7-2004 in the terms and condition mentioned in Ext. W3 order.

In the result, an award is passed holding that termination of the service of the workman Sri Kaladharan from the management Railways is set aside however during the pendency of this case the management appointed the workman as temporary trackman. There is no industrial dispute pending at present for adjudication.

This award will take effect one month after its publication in the Official Gazette.

Dictated to the Confidential Assistant, transcribed and typed out by her, corrected by me and passed this the 28th day of February, 2005.

K. K. UTHARAN, Presiding Officer
Ernakulam:

APPENDIX

Witness examined on the side of Management :

MW1—Sri P. N. Chandra Sekharan.

Witness examined on the side of workman :—

WW1—Sri Kaladharan—

Marked on the side of Management :—

- | | | |
|---------|---|---|
| Ext. M1 | — | Copy of relevant page of Register of specimen Thumb Impression for temporary, casual and substitute employer. |
| Ext. M2 | — | Photo copy of circular dated 4-5-1965. |
| Ext. M3 | — | Photo copy of order dated 29-8-1997 in C.P. Nos. 62/93 to 35/95 of the Labour Court, Kozhikode. |
| Ext. M4 | — | Photo copy of order dated 29-8-97 in C.P. 10/04 of the Labour Court, Kozhikode. |
| Ext. M5 | — | Photo copy judgment in civil Appeal No. 4643/92 dated 28-4-98 of the Supreme Court of India. |
| Ext. M6 | — | Copy of Scheme framed by the Railway regarding casual Labour and Project Labour dated 11-9-1986. |

नई दिल्ली, 18 मई, 2005

का.आ. 2091.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी फैडरल बैंक लिमिटेड के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में औद्योगिक अधिकरण, अलापूङ्गा के पंचाट [संदर्भ संख्या 46/03(सी)] को प्रकाशित करती है, जो केन्द्रीय सरकार को 17-05-2005 को प्राप्त हुआ था।

[सं. एल-12012/166/03-आई.आर.(बी-1)]
अजय कुमार, डेस्क अधिकारी

New Delhi, the 18th May, 2005

S.O. 2091.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the award [I. D. No. 46/03(C)] of the Industrial Tribunal Alappuzha now as shown in the Annexure in the Industrial Dispute between the employers in relation to the management of the Federal Bank Ltd., and their workman, which was received by the Central Government on 17-05-2005.

[No. L-12012/166/03-IR(B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

IN THE COURT OF THE INDUSTRIAL TRIBUNAL ALAPPUZHA

(Dated this the 16th day of April, 2005)

Present:

SHRI K. KANAKACHANDRAN

Industrial Tribunal

I. D. No. 46/03(C)

Between

The Chairman, The Federal Bank Ltd.,
Federal Towers, Post Bag No. 103,
Alwaye, Kerala

And

The workman of the above Bank represented by Shri M.S. Koshy, Moosariath House, Karadanmala, Thirumoolapuram, P. O. Thiruvalla, Pathanamthitta District, Kerala

Representations :

M/s. B. S. Kishnan Associates, ...For Management
Advocates, Warriam Road,
Cochin-16

1. Shri V. K. Purushothaman,For Workman
Advocate, Alappuzha
2. Shri A. M. Thomas, -do-
Advocate, Thiruvalla

AWARD

1. The Government of India by the reference order No.L-12012/166/2003-IR(B-1) dated 12-9-03 had referred the following issues for adjudication :

“Whether the action of the management of the Federal Bank Ltd., Head Office, Alwaye, Kerala in dismissing the services of Shri M. S. Koshy, Bankman of Kavumbagom Branch, Thiruvalla, Pathanamthitta District, Kerala with effect from 22-8-2002 is proper and justified? If not, to what relief Shri M. S. Koshy is entitled to?

2. The workman concerned was working as a subordinate staff in the management Bank. Disciplinary proceedings were initiated against him on certain misconducts. He was served with a memo of charges on 2-11-2001 and that reads as follows:—

“(a) On 11-4-01 Shri Koshy received a sum of Rs. 11,716 from the Cashier for remittance of electricity charges of the branch premises as per spot bill for the month of April 2001. Shri Koshy had signed on the back of the cash debit voucher dated 11-04-01 for having received the cash. On the same day, he produced cash receipt No. 57 of Book No. 668 for Rs. 11,716/- so as to appear that he had remitted the electricity charges. Again on 19-6-01 Shri M.S. Koshy received Rs. 896 from the cash section for remittance of electricity charges for the month of June 2001 by signing on the back of the cash debit voucher. For the above remittance he produced cash receipt No. 115 of book No. 34652 for Rs. 9,896. Material alterations were apparent on the above receipt produced by Sri. Koshy. He altered the consumer number, amount, date etc., to make it as if the receipt was related to the bank's payment. The electricity bill for the month of August, 01 was collected by Shri. M. S. Koshy from the Electricity Department staff when they came for issuing the spot bill; however this was not known to the branch and electricity charges for August, 01 was not remitted. On 3-9-01 Asst. Executive Engineer telephoned to the branch and requested to check up whether the electricity bills were paid up to date. Then the receipts submitted by Shri Koshy were taken out from the GEO file and were sent to the electricity office. It was then revealed that the bill amounts were not till then accounted in their books. The Asstt. Executive Engineer informed that the receipt for Rs. 11,716 was from their original book, but they had made a remark of having lost the particular receipt from their book. He also informed that the receipt for Rs. 9,896 was not related to their office and it was found to be a bogus receipt. The Asst. Executive Engineer, Thiruvalla has given in writing that cash receipt No. 57 of Book No. 668 is the blank receipt lost from their office and no payment had been received at their office against the receipt. During the course of investigation, it was found out that the electrical consumer number of Shri. M.S. Koshy is 8150. On verification of the remittance made into this consumer number KSEB official at Thiruvalla office informed that a remittance of Rs. 44 was made on 4-12-2000 towards electricity charges of consumer number 8150. Receipt No. 115 of Book No. 34652 was issued from their office for the above remittance. Hence it became clear that Sri Koshy remitted Rs. 44/- on

4-12-2000 towards electricity charges of his residence for the month of December 2000. He corrected the consumer number from 8150 to 2417 and amount from Rs. 44/- to Rs. 9,896/- and put the date as 19-6-01 and produced the receipt to the branch evidencing his remittance of banks electricity charges for June 01. The Asstt. Executive Engineer, Electrical Major Section, Thiruvalla has given in writing the cash receipt No. 115 date 4-12-2000 for Rs. 44/- contained in Book No. 34652 issued from their office is related to the payment of electricity charges of consumer No. 8150, Thiruvalla for December 2000.

(b) Cheque No. 733674 dated 30-5-01 for Rs.70,00 issued by Sri M.S. Koshy fabouring Sri. Surendran Nair was returned on 20-9-01 with the reason "Funds insufficient". According to the complaint letter of Sri Surendran Nair, Sri. Koshy had taken a loan of Rs. 70,000/- for a period of one month. As security for the same, he obtained a cheque for Rs. 70,000/- drawn by Sri Koshy on his SB account with Branch Kavumbhagom. The amount was not repaid within the agreed period. Since the validity period of the first cheque was over, it was returned to Sri. Koshy and a fresh cheque was obtained. Again one more cheque was obtained replacing the second cheque. Sri Koshy had assured to repay the amount on several occasions, but he could not fulfil his assurance. Total amount repaid by Sri Koshy so far is Rs. 7,000/- that too by a number of installments. Finally when Sri. Surendran Nair realized that the chances to get back the money were very remote, he presented the cheque No. 733674 issued by Sri Koshy at Br. Kavumbhagom on 20-9-01. The cheque was returned for the reason "Funds insufficient". Subsequently, he issued a lawyer's notice demanding amount within 15 days. Sri. Surendran has already initiated steps to file criminal complaint."

3. The remaining allegations were regarding unauthorized absence from duty for the period from 6-8-01 to 8-8-01 and also irregular borrowing of money from customers of the Bank. The charges levelled against him were confined under the following heads of misconducts as envisaged in Bank's disciplinary codes:

- (1) doing any Act prejudicial to the interest of the bank and
- (2) remaining unauthorized absent without intimation continuously for a period exceeding 30 days.
- (3) breach of rule of business of the bank or instruction for running any department.
- (4) absence without leave and
- (5) incurring debts to an extent considered by the management as excessive."

4. On the Charges levelled against the workman, an elaborate domestic enquiry was conducted. The Enquiry Officer concluded the enquiry by accepting the oral and documentary evidence of the management. Based on the enquiry report and the findings, the workman was punished for serious misconducts stated to be proved. The punishment awarded was dismissal from service.

5. In the statement of claim filed by the workman, he practically disputed all the allegations. Very serious attack was also made against the domestic enquiry conducted. Because of that, the issue relating to the validity of the enquiry was treated as a preliminary issue and both sides were permitted to adduce evidence to substantiate their contentions on the validity of the enquiry. The preliminary order extracted hereunder will give the details of pleadings for and against the validity of the enquiry and therefore I am not repeating those contentions. The preliminary order passed by this tribunal on 21-2-2005 is extracted hereunder in full :

PRELIMINARY ORDER

1. The Government of India by their reference order No. L-12012/166/2003 IR (B.1) dated 12-9-2003 had referred the following issues for adjudication.

"Whether the action of the management of the Federal Bank Ltd., Head Office, Alwaye, Kerala in dismissing the services of Shri M. S. Koshy, Bankman of Kavumbhagom Branch, Thiruvalla, Pathanamthitta Dist. Kerala with effect from 22-8-2002 is proper and justified? If not, to what relief Shri M. S. Koshy is entitled for?"

2. Both parties entered appearance and filed detailed statement in support and against the punishment imposed on the workman. In the claim statement filed by the worker it is alleged that he was suspended from service on the allegation of temporary misappropriation of bank money. According to him entire money alleged to have been misappropriated by him was paid and therefore the charges framed against him based on which enquiry was conducted and punishment imposed were not sustainable. Regarding the domestic enquiry it is alleged that it was only a formality and the entire enquiry proceedings were completed in the first day of enquiry itself viz., on 17-4-2002 by taking only 3 1/2 hrs. The Enquiry Officer completed the oral examination of two management witnesses and marked all the documents at their side within that time. When that process was going on, the workman was simply keeping as mute witnesses in the enquiry. Nobody had asked any question to him regarding the charges levelled against him. Even the union representatives who was expected to help him in the enquiry was also behaving like the other officer of the management who were trying to establish charges against him. In order to help him in the enquiry, he made request for the help of the union's secretary Mathew George and Vice President C.M. Devassy, but against his will one Assistant Treasurer of the union P.I. Bose has represented him in the enquiry. It is also alleged that the Enquiry

Officer did not give him any documents prior to the enquiry. The workman was also unaware about the identity of the Enquiry Officer himself. Therefore according to the workman the entire enquiry proceedings were vitiated as the same was conducted in violation of the principles of natural justice. He thus makes plea for declaration that the entire enquiry proceedings were null and void.

3. The management in their written statement has disputed all the allegations raised against the enquiry. According to them, the workman was charge sheeted for misconduct which were prejudicial to the interest of the Bank. His unauthorised absence without intimation for a period exceeding 30 days and incurring of debts by him to such an extent which is considered by the management as excessive are also the other misconducts noticed. On the basis of charges levelled against him he was suspended from service by an order dated 10-10-2001. One Sri M.A. Thomas, Manager (Administration P & IR) Head Office, Aluva was appointed as Enquiry Officer. The Enquiry Officer conducted the enquiry in compliance with all the principles of natural justice. In the enquiry the workman was assisted by the Assistant Treasurer of the union in which the workman was also a member. The list of witness and copies of documents produced on the side of the management were given to the delinquent in advance. The defence representative had cross-examined all the management witnesses and later opportunity was also given to the workman to adduce his evidence. It was informed by the delinquent workman and his representative at that time that they would have no witness to be examined and no documents to be marked in evidence. After recording that submission, the enquiry was closed. Based on the evidence a report was submitted later finding the workman guilty of the charges. As there was no illegality of any kind, no interference at the hands of this Tribunal is called for. As per the service regulation applicable to the management, for doing any act prejudicial to the interest of the bank, the punishment of dismissal even without notice can be inflicted. Similarly for unauthorized absence exceeding 30 days also, similar punishment can be given. As the workman had fully participated in the enquiry, there is no justifiable ground to interfere with the domestic enquiry conducted. The defence representative who was helping the delinquent workman was an office bearer of the union and in the course of enquiry no request had come from the delinquent's side seeking the assistance of any other office bearer for defending him in the enquiry. On the other hand the workman himself had made request to the enquiry officer to permit him to seek the assistance of P.I. Bose, Assistant Treasurer of the Federal Bank Employees Union.

4. On the preliminary issue, the management had examined the Enquiry Officer and marked in evidence the entire enquiry proceedings as Ext. M1. The workman himself tendered evidence after filing a

proof affidavit on the preliminary issue. In the cross-examination he has admitted that he was offered to seek the assistance of any of the union representatives or even the Lawyer with the permission of the management. It is also admitted by him that his request for adjourning the enquiry on two occasions was allowed by the Enquiry Officer. To a question whether he had raised any objection against the appearance of P.I. Bose on behalf of him in the enquiry he deposed that he did not raise any objection, because, nobody had asked anything about that. We had also admitted that he had not raised any complaint for not giving copies of documents before the starting of enquiry. The enquiry files shows that at the time of domestic enquiry the delinquent workman was present throughout. Both management witnesses were cross-examined by the defence representative. After the cross-examination of two witnesses on the side of the management, it was informed that they would have no further evidence, when the turn of the delinquent workman came, he made only a brief submission and that was recorded by the Enquiry Officer in Malayalam. In the concluding portion he has stated that if anything untoward had happened from his side, the same may be excused and he may be exonerated him from the charges.

5. In view of the above, it cannot be said that the domestic enquiry was vitiated and it was conducted in violation of the principles of natural justice. The contention that delinquent had not been given adequate time to prove his innocence on the charges levelled against him is also of no basis. In the result it is held that the domestic enquiry conducted against him is valid and there is no reason to interfere on it. Moreover nothing has been pointed out at the time of hearing to conclude that the findings were perverse and not supported by sufficient evidence. With the available evidence on records, both oral and documentary, it cannot be said that the findings are perverse and not supported by any logic. Therefore it is declared that the domestic enquiry conducted against the workman was fair and proper and it was conducted after giving enough opportunity to the workman. Thus the enquiry is sustained. If the workman has got any case that the punishment of dismissal was imposed on him is highly excessive and highly disproportionate to the gravity of the offence alleged and proved against him, he would have liberty to argue on such matters. For hearing on the propriety of the punishment, this dispute shall be posted on 21-2-2005."

6. After the passing of the preliminary order on the propriety of the punishment awarded, the both parties were heard in detail. The learned counsel for the workman vehemently argued by canvassing the position that the workman was totally innocent in all the charges levelled against him. According to the learned counsel, on the basis of entrustment of money to him by the Bank for paying the same towards electricity bill charges, the workman actually paid the same; but there was only a few days

delay in making payment. For that delay caused in remitting the money, the workman shall not be visited with the maximum punishment of dismissal from service. The learned counsel further argued that if at all there was any irregularity in the matter of payment and production of bogus receipts showing payment of money, that was on purely on account of the irregularities committed in the office of the Kerala State Electricity Board where electricity bills are accepted. It is further stated that entire money said to have been lost to the bank was fully compensated because of the payment of entire amount. According to learned counsel, an amount of Rs. 22,756/- was paid on behalf of the workman by his wife. Regarding the borrowing and issue of cheques for fabulous amounts and disowning of the same by Bankers, no explanations were given by the learned counsel appearing for the workman. On the allegation of availing of excess leave without prior permission, the learned counsel was very vehement in his argument that if at all the workman had availed any leave, that was only because of the fact that enough leave was available in his leave account and in view of that it cannot be said that serious misconduct was committed by the workman. However the workman does not have any case that before availing leave for more than 30 days, prior applications for leave were submitted. Nor was there any explanation how the delay happened in submitting applications. Therefore, even if enough number of days of leave were available in the credit of the workman, the manner in which he was trying to avail leave was not at all in line with the ordinary practice or permitted by Bank guidelines.

7. Even assuming that no loss was actually caused to the bank, his involvement in the misappropriation of money coming to Rs. 11,760/- cannot be ruled out. His conduct is very suspicious in nature. The evidence is to the effect that the workman had received cash from the Bank on 11-4-01 for bill payment. On the same day he produced in the branch a cash receipt No. 57 from the book 668 of Electricity office concerning the payment of Rs. 11,716/-. But later, the Electricity Board had informed the concerned Branch of the management Bank that such payment was not actually received in their office. How and in what manner receipt in that behalf could be obtained from the KSEB Office is not properly explained. According to the learned counsel for the workman, the manipulation of records or defalcation of money was really at the KSEB Office and the workman had no role in it. Ext. ME2 document produced in the course of domestic enquiry is the concerned payment receipt from the KSEB and that does not contain any kind of correction. Moreover none of the Officers of KSEB had tendered evidence to the effect that Ext. ME2 receipt is not a leaf from the receipt book maintained at the KSEB's Office at Kavumbhagom. The information furnished by the KSEB is that ME2 receipt is the one which was missed from their receipt book and against such a receipt, no amount was received in the account of KSEB. Therefore the only conclusion possible is that misappropriation must have been a collusive act of the workman and somebody handling cash in the KSEB. If there was no involvement by the workman, the receipt would not have reached in his hand. Even assuming that the workman was totally innocent in that first transaction involving an amount of Rs. 11,716/- and he had no role in the defalcation of that amount, the second charge levelled against him and proved against him will only lead to a

conclusion on his very suspicious conduct on the first transaction also. In the second transaction, an amount Rs. 9,896/- was received by him from the Bank on 19-6-01. To show the payment of that money in the KSEB, what he produced was a bogus cash receipt No. 115 for Rs. 9,896/- (Ext. ME3). The ME3 receipt marked at the time of enquiry would show that there was alteration in the consumer number, in the amount and in the date also. Subsequently after verification, the KSEB informed the management Bank that receipt No. 115 from book number 34652 was relating to their office at Thiruvalla and that showed only the remittance of Rs. 44/- on 4-12-2000 towards Electricity charges. That receipt was initially received by the delinquent workman and that contained his domestic consumer number (8150). Ext. ME3 would show very visible corrections or defacing or erasing so as to make it appear that the payment was made by the workman in respect of Electricity charges payable by the management Bank. According to me this is clearly a criminal act with the ulterior intention of misappropriating the money of the Bank. Even if he or his wife had paid the amount after a few days or month, that will not be little the gravity of the offence. Therefore according to me this proved charge alone will sufficient for awarding the punishment of dismissal. This particular charge which was clearly proved, his antecedents, his irregularities in money transaction with the customers and outsiders are only suggestive of the factors which make him quite unfit to continue as an employee of a Bank who will have to handle cash frequently. Therefore according to me he does not deserve any kind of consideration or sympathy. There is no justification for taking a contrary view by holding that the punishment awarded was quite disproportionate to the gravity of the offence committed by the workman.

8. The reference is answered against the workman and award is passed accordingly.

(Dated this 16th day of April 2005)

K. KANAKACHANDRAN, Industrial Tribunal

Appendix

I.D No. 46/03(C)

Witness examined on the side of the Management :

MW1 : M.A. Thomas

Witness examined on the side of the workman :

WW1 : M.S. Koshy

Exhibits marked on the side of the Management :

M1 : Enquiry Report and connected file in respect of the workman.

Exhibits marked on the side of the workman :

W1 : Charge sheet dated 10-10-2001 issued by the management to the workman

W2 : Charge sheet dated 2-11-01 issued by the management to the workman

W3 : Charge sheet dated 14-1-2002 issued by the management to the workman

W4 : Order dated 22-8-02 issued by the management to the workman

W5 : Nil

W6 : Letter dated 29-8-02 sent by the workman to the management.

W7 : Letter dated 27-11-01 sent by the workman to the management.

W8 : Letter dated 21-1-02 sent by the workman to the management.

नई दिल्ली, 19 मई, 2005

का.आ. 2092.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार डाक विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1, धनबाद के पंचाट (संदर्भ संख्या 17/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-40012/436/2000-आई आर (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2092.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 17/2001) of the Central Government Industrial Tribunal/Labour Court No. 1, Dhanbad now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of POST and their workmen, which was received by the Central Government on 19-05-2005.

[No. L-40012/436/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. I, DHANBAD

In the matter of a reference U/S. 10(1)(d)(2A) of I.D. Act.

Ref. No. 17 2001

PARTIES: Employers in relation to the management of Supdt. of Post Offices, Vaishali Division.

AND

Their Workmen

PRESENT : Shri S. Prasad, Presiding Officer.

APPEARANCES :

For the Employers : None.

For the Workman : Shri Kamal Sah, concerned workman.

State : Bihar. Industry : Postal

Dated, the 5th May, 2005

AWARD

By Order No. L-40012/436/2000-IR(DU) dated 18-1-2001 the Central Government in the Ministry of Labour has, in exercise of the powers conferred by clause (d) of Sub-Sec.(1) and sub-section (2A) of Section 10 of the Industrial Disputes Act, 1947, referred the following dispute for adjudication to this Tribunal :

“Whether the action of the management of Post Offices, Vaishali Division, Hajipur in terminating the services of Sh. Kamal Sah from the post of Extra Departmental Delivery Agent-cum-Mail Carrier is justified ? If not, to what relief the workman is entitled ?”

2. This case was fixed for adducing further evidence by the management. But the concerned workman by filing a petition dated 4-5-2005 submitted that he does not intend to contest the case in this Tribunal as he wants to file his case before the Administrative Tribunal at Patna.

3. In view of the prayer made by the concerned workman himself, I render a ‘No Dispute’ Award in this reference case.

S. PRASAD, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2093.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-70/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-42012/187/87-डी II (बी)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2093.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-70/2004) of the Central Government Industrial Tribunal-Labour Court, Jaipur now as shown in the Annexure, in the industrial dispute between the employers in relation to management of All India Radio and their workman, which was received by the Central Government on 19-05-2005.

[No. L-42012/187/87-D-II(B)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-70/2004.

Reference No. L-42012/187/87-D.II(B)

Sh. Rajendra Prasad Vaishnav,
S/o Sh. Ram Swaroop Vaishnav,
Gheegra, Via : Gangwana,
Distr. AjmerApplicant

VERSUS

The Installation Officer (Assistant Engineer).

All India Radio, P.B. No. 135,

Ajmer (Rajasthan)Non-applicant

PRESENT :

Presiding Officer : Sh. R.C. Sharma

For the applicant : Sh. D.P. Garg.

For the non-applicants : Sh. Sanjay Pareek.

Date of award : 13-04-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-section 1 to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of All India Radio in terminating the services of Shri Rajendra Prasad S/o Shri Ram Swaroop Vaishnav, Ex. Beldar at their establishment at Ajmer w.e.f. 7-8-1987 is legal and justified ? If not, to what relief the workman is entitled?"

2. This industrial dispute was received in this Court on 10-1-2005 on its transfer from the Industrial Tribunal, Jaipur as per the direction of the Ministry of Labour vide its corrigendum dated 1-10-2004.

3. The workman in his claim statement has pleaded that he was employed as a helper (Beldar) on 1-1-85 by the Installation Officer at Radio Station, Gangwana, District Ajmer, who continuously worked there, but whose service was terminated on 7-8-87 by an oral order in violation of Section 25-F of the Act. He had continuously worked for a period of two years and on his termination he issued a notice (Ex. W-1) to the non-applicant establishment. It is further averred that when he came to know that a post of 4th Class is lying vacant with the establishment on account of retirement of one Sh. Prabhu Dayal on 31-10-1994, he submitted his application Ex. W-4 before the concerned authority, but he was not appointed. The workman has urged that his termination order dated 8-8-87 be declared illegal and unjustified and his service be regularized with all consequential benefits.

4. Resisting the claim, the non-applicants in their written counter have averred that the workman was employed in a project for installation of the radio center at Gangwana and on completion of the project the workman left the job on his own, that he was never employed as a Beldar by the establishment and that the vacant posts are filled after following the prescribed procedure for recruitment.

5. In the evidence, the workman has submitted his affidavit and on behalf of the non-applicant, the counter-affidavit of Sh. Sunder Lal Sharma, the Station Engineer has been placed on the record. Both the witnesses were cross-examined by the opposite representatives respectively.

6. I have heard both the parties and have gone through the record.

7. The Ld. representative for the workman contends that the workman was employed by the non-applicant establishment on 1-1-85 who continuously worked up to 7-8-87 and had thus completed two years and seven

months of actual service with the non-applicant establishment. But his service was terminated in violation of Section 25-F of the Act and the notice Ex. W-1 was served upon the non-applicants which could not be replied. The Ld. representative submits that the workman has thus completed more than 240 days of work without any break and in this context, the certificate Ex. W-7 was issued by the non-applicant establishment. The Ld. representative has also relied upon the gate passes ex. W-8 to W-16 issued by the non-applicant establishment. The Ld. representative adds that the establishment could not be able to produce any document in rebuttal whereas all record was in their possession and the sole witness Sunder Lal Sharma has been examined who was not posted at the relevant time at Gangwana. Why the record was suppressed from the Court could not be shown on behalf of the non-applicant and adverse inference should be drawn against the establishment. The Ld. representative has also assailed the impugned termination order of the workman on the ground that at the time of terminating the service the junior persons were retained by the establishment and on behalf of the establishment, whose names have not been disclosed by the establishment. It has also not placed the connected record before the Court. The next point urged by the Ld. representative is that after the retirement of Sh. Prabhu Dayal no opportunity of employment was given to the workman and the establishment has not followed the provision under Section 25-H of the Act. The Ld. representative has referred to the various decisions in support of his submissions which are discussed hereunder.

8. Per contra, the Ld. representative on behalf of the non-applicant contends that the workman was employed by the Installation Officer in the project, whose service was not terminated by the establishment, but on completion of the project work, the workman left the job on his own. His next submission is that local people were hired on daily wages basis to discharge the work under the project and the certificate Ex. W-7 has been issued by the Installation Officer and not by the establishment. The Ld. representative submits that basically the workman was employed by the Installation Officer and when the project was completed, the work came to an end, which was not of the permanent nature. The Ld. representative has also referred to the judicial decision in support of his submissions.

9. I have bestowed my anxious consideration to the rival contentions and have carefully gone through the judicial decisions referred to before me. Out of the rival contentions, the following points emerge for determination :—

- (i) Whether the workman has completed over 240 days of actual work in a calendar year preceding to his termination whose service was terminated in violation of Section 25-F of the Act?

- (ii) Whether at the time of terminating the service of the workman the junior persons were retained by the non-applicant establishment in contravention of Section 25-G of the Act?
- (iii) Whether after terminating the service of the workman, fresh hands were recruited by the non-applicant establishment without following the provision under Section 25-H of the Act?

Point No. I

10. The workman's case is that he was employed as a helper by the non-applicant establishment on 1-1-85 who continuously worked up to 7-8-87 and has completed 240 days of actual work with the non-applicant establishment. As against it, the non-applicant's stand is that the workman was employed by the Installation Officer under the project for installation of the radio center at Gangwana and on completion of the project, the work came to an end and the workman left the job on his own. Thus, the non-applicants have sought to invoke the provision contained under sub-clause (bb) to 2 (oo) of the Act which lays down that if the service of the workman is terminated as a result of the non-renewal of the contract of employment on its expiry or such contract being terminated under a stipulation, the termination would not tantamount to retrenchment. Obviously, the non-applicant establishment in support of its plea that the workman was employed under the project has not led any documentary evidence on the record.

11. The workman's averment is that he had worked during three spells with the non-applicant establishment, viz., (i) from 1-1-85 to 7-8-87 as a beldar, (ii) from 1-4-89 to 31-10-89 as a 4th Class, and, (iii) from 1-2-92 to 31-3-92 again as a 4th class.

12. So far as the first period of employment is concerned, the workman to substantiate his plea of appointment by the non-applicant establishment has mainly relied upon the certificate Ex. W-7 issued by the Installation Officer which says that Sh. Rajendra (workman) has been working at this installation since 1-1-85 as daily wages/beldar. It was issued on 15th April, 1985. The non-applicant has not disputed this period, but his stand is that the workman was employed by the Installation Officer for the project work. The only document in this context adduced on behalf of the workman as already pointed out is certificate Ex. W-7. In his cross-examination, the workman has admitted that neither any appointment letter nor any termination order was given to him. His further admission is that the Installation Officer had employed him for setting up the transmitter and on installation of the transmitter, the project work was put to an end. He has further admitted that on completion of the installation work, all the concerned employees were disengaged. Thus, it is the clear admission of the workman that he was engaged by the Installation Officer as a casual worker under a project whose employer was disengaged

on completion of the installation work. Even if he has completed more than 240 days of actual work, he rendered his services to the Installation Officer under the project and there is no evidence gathered on the record which could show that he was employed in the establishment in the capacity of helper/beldar. The plea put forth on behalf of the non-applicant establishment has thus been admitted by the workman in his cross-examination. Therefore, his employment during the spell commencing from 1-1-85 and ending on 7-8-87, was for the project work and is attracted by the exception under clause (bb) to Section 2 (oo) and it is established on the basis of the documentary as well as the oral evidence that the workman was employed on contractual basis for a specified period and for a specified job i.e. for discharging the functions under the project whose service was terminated automatically when the project work came to an end. In view of these facts his termination on 7-8-87 does not amount to retrenchment.

13. Now, I dwell on the remaining periods of employment of the workman by the non-applicant establishment. Evidently, neither the workman has completed 240 days of actual work during the spell from 1-4-89 to 31-10-89 nor in the last period from 1-2-92 to 31-3-92. He has only completed 204 days in the second spell of engagement. Secondly, the workman has failed to produce on record any documentary evidence to prove this fact that he was employed as a 4th class during both these periods. He has produced the gate passes Ex. W-8 to W-16 which pertain to the period of his first employment. Thus, neither the workman has been able to bring on the record any documentary evidence in support of his plea, nor he had completed 240 days of actual work in a calendar year during these two periods. Hence, he is not entitled to get the protection under section 25-F of the Act.

14. The Ld. representative for the workman has referred to the following decisions in support of his submission, but they do not bear the resemblance with the present controversy: (1981) 3 SCC 225; 1998 (1) RLR 209; RLR (1998) 266; 2003 (1) SC service Law Judgments 349; RLR 2002(1) 518; RLR 2001 (3) 812.

15. Contrary to it, the Ld. representative for the non-applicant has placed his reliance upon (2004) 8 SCC 246, the facts thereof are that the workmen were employed for the purpose of digging pits for erecting electric poles in the course of drawing electric wire and their employment was discontinued and intermittent during the period in question. On these facts, the Hon'ble Apex Court has observed that the nature of work could not be construed as a permanent job and the employment of the people in that local area for the limited job cannot be construed as an employment for a continuous and regular work of the Board. The Hon'ble Court further goes on to say that the employment of the workman was on a job requirement basis and was not for any continuous service required by

the establishment. The present controversy is squarely covered by this decision and the submission made on behalf of the non-applicant that the employment of the workman was for the project work and after its completion the work came to an end, is fortified by the judicial pronouncement supra.

16. Accordingly, the workman's termination does not tantamount to retrenchment as he is not entitled to get the protection under Section 25-F of the Act. This point is, therefore, decided against the workman.

Point No. II

17. Now, I switch to the next point as to whether the non-applicant establishment has acted contrary to the provision under Section 25-G of the Act by retaining the junior persons at the time of terminating the service of the workman?

18. It is difficult to be persuaded by the submission advanced on behalf of the workman that the non-applicant establishment has not brought on record the documents disclosing the names of those workmen who were employed along with the claimant. It is fairly settled law that the onus lies upon the workman to prove this factum and to indicate the names of those junior persons working in the establishment whose services were retained by the management at the time of terminating his service. But no such plea has been noted in his claim statement nor the names of such junior persons have been disclosed therein. This submission raised on behalf of the workman that on account of the non-production of such documents before the Court, the adverse inference should be drawn against the non-applicant establishment is not sustainable in view of the Hon'ble Supreme Court's observation made in (2004) 8 SCC 246, wherein the Hon'ble Apex Court has propounded that in the absence of the specific plea made on behalf of the workman, no adverse inference can be drawn against the establishment. Thus, the workman has failed to discharge the burden of this issue which is decided against him accordingly.

Point No. III

19. Lastly, the Ld. representative for the workman has also submitted that on 31-10-94, one employee named Sh. Prabhu Dayal retired on attaining the age of superannuation and the workman had submitted his applications Ex. W-3 and W-4 before the establishment for appointing him to this vacant post of 4th class. The Ld. representative, therefore, contends that since the workman was a retrenched worker, an opportunity of employment ought to have been afforded to him by the non-applicant establishment, whereas this post was filled by recruiting another person. The submission has been sought to be countered on behalf of the non-applicant by stating that the regular appointment by the establishment is made by following the prescribed procedure.

20. Under point no. I, it has been concluded that the workman was engaged on contractual basis in the project and on completion of the project work, his service automatically came to an end. On these facts, the workman cannot be considered to be a retrenched employee since the provision under exception (oo) to Section 2 (bb) is attracted in the present controversy. Apart it, the workman has failed to disclose the name of any such person who was appointed by the establishment. His plea is therefore, vague and indefinite. Hence, the workman cannot avail the protection under Section 25-H of the Act. The submission made on behalf of the workman, therefore, is repelled.

21. For the foregoing reasons, the workman has failed to establish that he is entitled for the protection under Sections 25-F, 25-G and 25-H of the Act. Accordingly, he is entitled to no relief.

22. In the result, the reference is answered in the negative against the workman and in favour of the management and it is held that the action of the management of All India Radio in terminating the service of the workman w.e.f. 7-8-1987 is legal and justified and the claim of the workman is rejected. An award is passed in these terms accordingly.

23. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2094.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार ऑल इंडिया रेडियो के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/प्रम न्यायालय, जयपुर के पंचाट (संदर्भ संख्या सी जी आई टी-7/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-42012/186/94-आई. आर. (डी. यू.)]
कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2094.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. CGIT-7/2004) of the Central Government Industrial Tribunal-Labour Court, Jaipur now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of All India Radio and their workman, which was received by the Central Government on 19-05-2005.

[No. L-42012/186/IR(DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE**CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL-CUM-LABOUR COURT, JAIPUR****Case No. CGIT/7/2004.**

Reference No. L-42012/186/1994-IR(DU)

Sh. Kailash Chand,
S/o Sh. Motilal Dhanka,
Madrampura, Post Mahrana,
Diggi Road,
Tehsil Sanganer, Jaipur

.....Applicant

Versus

1. Station Director,
All India Radio,
M. I. Road, Jaipur.

2. Installation Officer,
All India Radio,
Lines Road,
Khatipura, Jaipur.

....Non-applicants

PRESENT:

Sh. R.C. Sharma, Presiding Officer

For the applicant : Sh. Raj Kumar.

For the non-applicants : Sh. T. P. Sharma

Date of award : 11-04-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of sub-Sections 1 to Section 10 of the Industrial Disputes Act, 1947 (herein after referred to as the 'Act') has referred the following industrial dispute for adjudication to this Tribunal which runs as under :—

"Whether the action of the management of Station Director, All India Radio, Jaipur in terminating the services of Sh. Kailash Chand is just and fair? If not, to what relief the workman is entitled to?"

2. The workman in his statement of claim has pleaded that he was initially appointed as a helper on 1-9-90 by the non-applicant establishment who continuously worked up to 1-11-91, but his service was terminated on 2-11-91 without giving him one month's notice or pay in lieu of the notice and retrenchment compensation in violation of Section 25-F of the Act. He has further stated that he had completed 240 days of continuous service under the employment of the non-applicant establishment and at the time of terminating his service the junior persons to him, viz., Sh. Kalyan Sahay and Sh. Raju were retained in violation of Section 25-G of the Act. He has also pleaded that after his termination one Sh. Radheyshyam was engaged by the establishment in contravention of Section 25-H of the Act. The workman has urged that he be taken back in the service with its continuity and other consequential benefits.

3. Disputing the claim filed by the workman, the non-applicants in their written-counter have averred that the workman was engaged as a casual labour to meet out the casual works in the establishment, who was not appointed as a helper by following the prescribed procedure may against the sanctioned post under the rules. It has been further denied that his service was ever terminated on

2-11-91, but the workman stopped working on his own without any prior intimation to the authorities. Retention of junior persons to the workman has also been denied on behalf of the non-applicants and it has been categorically stated that the workman has never completed 240 days of continuous service with the establishment.

4. In the rejoinder, the workman has reiterated the facts as stated in the statement of claim.

5. On the pleadings of both the parties, the following points for determination were framed :—

- I. Whether the workman was appointed on 01-09-1990 to the post of Helper on daily wages by an oral order by the non-applicant, who continuously worked up to 01-11-1991 and whose service was terminated in contravention of the provision under Section 25-F of the Act?
- II. Whether at the time of terminating the service of the workman the junior persons to him viz. Shri Kalyan Sahay and Raju were retained by the management in violation of Section 25-G of the Act?
- III. Whether after the termination of the workman the fresh hands viz. Shri Radheyshyam was engaged by the management?
- IV. relief, if any.

6. In the evidence, the workman has submitted his affidavit and on behalf of the non-applicants, the affidavit of MW-1, Sh. Om Kumar Sharma, the Station Engineer, has been brought on the record. both these witnesses were cross-examined by the rival representative respectively.

7. I have heard both the parties and have scanned the record. The point-wise discussion follows as under :—

Point No. I

8. The 1d. representative for the workman contends that the workman had continuously worked w.e.f. 1-9-90 to 1-11-91, but his service was terminated w.e.f. 2-11-91 in contravention of the provision under Section 25-F of the Act. The 1d. representative for the workman has also explained the delay caused in raising the industrial dispute by stating that the workman had moved an application before the Central Administrative Tribunal, which vide its order Annexure 2 dated 18-11-95 was disposed of with a direction to raise the dispute before the Conciliation Officer. Accordingly, he approached the Conciliation Officer who refused to refer the dispute and aggrieved with it, he preferred the writ petition before the Hon'ble High Court, which by its order dated 19-11-2003 Annexure 3 directed the competent Government to refer the industrial dispute to the competent forum. The 1d. representative further contends that the workman had completed 240 days of continuous work with the non-applicant establishment and the 1d. representative has relied upon the affidavit of the workman and the notice Ex. 1 issued by the workman to the non-applicants.

9. Responding to these submissions, the Ld. representative for the non-applicants submits that the workman had never completed 240 days of continuous work with the non-applicant establishment, who stopped working on his own and he was simply employed on casual basis to meet out the casual work in the department. It has also been urged on behalf of the non-applicants that the workman was working on a project.

10. I have bestowed my thoughtful consideration to the rival contentions.

11. Now, the question which calls for the determination is whether the workman has completed 240 days of actual service in a calendar year preceding to this date of termination?

12. To substantiate the plea of completion of 240 days of actual service, the workman has submitted his affidavit and the notice Ex. Annexure 1 dated 12-11-91 which has been addressed to the Station Director, All India Radio, Jaipur. It says that the workman was engaged to the post of helper on daily wages basis on 1-9-90, who worked upto 1-11-91 and had completed 240 days of continuous service in the calendar year and who was terminated without complying with the legal requirements. Besides it, no documentary evidence has been led by the workman to prove his submission that he had completed 240 days of continuous service.

13. The workman in his cross-examination has admitted that he was orally engaged as a casual labour and his service was terminated orally.

14. As against it, MW-1, Om Kumar Sharma has denied the factum of completion of 240 days of continuous service of the workman with the non-applicant establishment and has categorically stated that the notice Annexure 1 was not received by the establishment and has emphatically denied that the workman had not worked from 1-9-90 to 1-11-91 under the employment of the department.

15. Thus, the workman has failed to bring out any cogent evidence on the record to substantiate his plea that he had completed 240 days of actual work in a calendar year preceding to his date of termination. On this point he has led his oral evidence only which could not be supported by any documentary evidence and his oral evidence is of feeble nature which cannot be relied upon in the lack of some definite and positive evidence. The Ld. representative for the non-applicants in support of his submission that merely on the basis of the oral testimony of the workman, it cannot be presumed that he had completed 240 days of actual work with the establishment, has referred to the decision reported in (2002) 3 SCC 55. The Hon'ble Supreme Court in this decision has propounded that when the claimant pleads that he had completed 240 days in the year preceding to his termination, which was denied by the appellant, then it was for the claimant to lead the evidence to show that he had in fact worked for 240 days in a year preceding to his termination. The Hon'ble Court further goes on to say that filing his affidavit only is his own evidence in his favour and it cannot be regarded as sufficient evidence for any

Court to come to the conclusion that the workman, in fact, had worked for 240 days in a year. In the referred case, the workman also failed to produce any proof of receipt of salary or wages for 240 days or order of engagement. The present controversy is squarely covered by the decision supra and after examining the facts and circumstances on the record, it is held that the workman has failed to discharge the burden of this issue. Accordingly, it is decided against the workman and in favour of the non-applicants.

Points No. II

16. The Ld. representative contends that at the time of terminating the service of the workman the junior persons named in the affidavit were retained by the establishment. Again, the Ld. representative has relied upon the affidavit of the workman on this point also. On behalf of the non-applicants, this submission has been opposed by arguing that no junior person was retained by the non-applicant establishment.

17. The workman in his affidavit has stated that while terminating his service the junior persons to him, viz., Raju and Kalyan Sahay were retained by the non-applicant establishment. But no documentary evidence could be led on this point which could suggest that such persons were also employed by the non-applicant establishment along with the engagement of the workman. This fact has been denied by MW-1, Om Kumar Sharma in his cross-examination who has deposed that at the relevant time i.e. at the time of disengagement of the workman no such person were working with the establishment. Hence, the workman could not be able to produce any trustworthy evidence on this point. This point, therefore, is decided against the workman and in favour of the non-applicants.

Point No. III

18. The workman in his claim statement has named Sh. Radheyshyam who was engaged as casual labour by the establishment subsequent to the termination of the workman. But in his affidavit, he has not reiterated his name and no documentary evidence could be led on this point too. As such no evidence is available on the record which may substantiate the plea of the workman that subsequent to his termination, fresh hands were recruited by the establishment without giving him an opportunity of employment. As such, this point is decided against the workman and in favour of the non-applicants.

RELIEF

19. For the foregoing reasons, the workman is entitled to no relief.

20. In the result, the reference is answered in the negative against the workman and in favour of the management and it is held that the action of the non-applicant establishment in terminating the service of the workman is just and fair. The claim of the workman is rejected. An award is passed in these terms accordingly.

21. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R. C. SHARMA, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2095—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 398/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-40012/314/2000-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2095.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 398/2000) of the Central Government Industrial Tribunal-cum-Labour Court No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of Telecom and their workmen, which was received by the Central Government on 19-05-2005.

[No. L-40012/314/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COUR-1, CHANDIGARH

Case No. I.D. 398/2000

Shri Chander Pal son of Shri Velay Ram, House No. 121-A, Sector 30-B, Chandigarh.

...Applicant

Versus

The General Manager, Telecom, Sector-18, Chandigarh.

...Respondent

Appearances:

For the Workman : Shri O.P. Singh

For the Management : Shri Shiv Kumar

AWARD

Passed on 8-4-2005

Central Govt. vide notification No. L-40012/314/2000/IR (D.U.) dated 28-9-2000 has referred the following dispute to this Tribunal for adjudication :—

“Whether the action of the management of General Manager, Telecom., Chandigarh in terminating the services of Shri Chander Pal son of Shri Velay Ram is just and legal? If not, to what relief the workman is entitled and from which date?”

2. Case repeatedly called. Workman is not present.

His authorised representative Shri O.P. Singh is present. Learned representative for the management Shri Shiv Kumar requested for closing the case as the workman is already employed and not interested in pursuing this reference and despite notice at his residence and two visits of process server he has not appeared. Workman A.R. submits that workman is not contacting nor giving response to their calls and it appears that he is not interested in pursuing the reference as he has already employed. Hence court may take necessary action on the requested of he management. In view of the submission of the A.R. of the workman and submission of management's authorised representative, it is clear that workman is not interested to pursue the present reference and the same is returned for want of prosecution vide separate award of even date. Central Govt. be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2096.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय सं. 1, चण्डीगढ़ के पंचाट (संदर्भ संख्या 376/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-40012/307/2000-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2096.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 376/2000) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of Telecom and their workmen, which was received by the Central Government on 19-05-2005.

[No. L-40012/307/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 1, CHANDIGARH

Case No. I.D. 376/2000

Shri Laxman Majhi Son of Shri Jag Lal Majhi, House No. 1353, Mauli Jagran Complex, Chandigarh.

...Applicant

Versus

- (1) The Chief General Manager, Telecom, Punjab Circle, Sector-34, Chandigarh.
 (2) The Principal General Manager, Telecom, Sector-18, Chandigarh,

Respondent

APPEARANCES:

- For the Workman : Shri O.P. Singh
 For the Management : Shri Shiv Kumar

AWARD

Passed on 8-4-2005

Central Govt. vide notification No. L-40012/307/2000/IR (D.U.) dated 25-9-2000 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of the management of Department of Telecom, Chandigarh in terminating the services of Shri Laxaman Majhi son of Shri Jag Lal w.e.f. 27-2-99 is just and legal? If not, to what relief the workman is entitled ?”

2. Case repeatedly called. Workman is not present. His authorised representative Shri O.P. Singh is present. Learned representative for the management Shri Shiv Kumar requested for closing the case as the workman is not interested in pursuing this reference and despite notice at his residence and two visits of process server he has not appeared and it is reported that he left for his village and address is not known. Workman A.R. submits that workman is not contacting nor giving response to their calls and it appears that he is not interested in pursuing the reference. Hence court may take necessary action on the request of the management. In view of the submission of the A.R. of the workman and submission of management's authorised representative, it is clear that workman is not interested to pursue the present reference and the same is returned for want of prosecution vide separate award of even date. Central Govt. be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2097.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतत्र के संबद्ध नियोजकों और उनके कमीकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 164/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-40012/5/2001-आई.आर. (डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2097.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref.No. 164/2001) of the Central Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 19-05-2005.

[No. L-40012/5/2001-IR (D.U.)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-1, CHANDIGARH.

Case No. LD. 164/2001

Shri Bharat Kumar C/o Shri R. Sharma, H.N. 372, Sector-20A,, Chandigarh.

Applicant

Versus

(1) The Chief General Manager, Telecom, Punjab Circle, Sector-34, Chandigarh.

(2) The Principal General Manager, Telecom, Sector-18, Chandigarh,

Respondent

APPEARANCES:

- For the Workman : Shri O.P. Singh
 For the Management : Shri Shiv Kumar

AWARD

Passed on 8-4-2005

Central Govt. Vide notification No. L-40012/5/2001/IR (D.U.) dated 12-4-2001 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of Chief General Manager, Telecom, Punjab Circle, and the Principal General Manager, Telecom, Chandigarh district in ordering disengagement/termination of services of Shri Bharat Kumar a workman engaged through contractor Shri R.K. Mittal w.e.f. 27-2-1999 is just and legal? If not, to what relief the workman is entitled and from which date ?”

2. Case repeatedly called. Workman is not present. His authorised representative Shri O.P. Singh is present. Learned representative for the management Shri Shiv Kumar requested for closing the case as the workman is not interested in pursuing this reference and despite notice at his residence and two visits of process server he has

not appeared and it is reported that he left for his village and address is not known. Workman A.R. submits that workman is not contacting nor giving response to their calls and it appears that he is not interested in pursuing the reference. Hence court may take necessary action on the request of the management. In view of the submission of the A.R. of the workman and submission of management's authorised representative, it is clear that workman is not interested to pursue the present reference and the same is returned for want of prosecution vide separate award of even date. Central Govt. be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2098.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम न्यायालय सं.. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 325/2001) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-40012/240/2001-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डैस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2098.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award(Ref. No. 325/2001) of the Cesntral Government Industrial Tribunal-cum-Labour Court, No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of Telecom and their workman, which was received by the Central Government on 19-05-2005.

[No. L-40012/240/2001-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, 1, CHANDIGARH

Case No. I.D. 325/2001

Shri Banarsi Majhi son of Shri Bhagwan Majhi, House No. 1163, Mauli Jagran Complex, Chandigarh.

...Applicant

Versus

(1) The Principal General Manager, Telecom, Sector-18, Chandigarh,

Respondent

APPEARANCES:

For the Workman : None

For the Management : Shri G.C. Babbar

AWARD

Passed on 4-5-2005

Central Govt. vide notification No. L-40012/240/2001/ IR (D.U.) dated 06-11-2001 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Department of Telecom, Chandigarh in terminating the services of Shri Banarsi Majhi son of Shri Bhagwan Majhi w.e.f. 27-2-99 is just and legal? If not, to what relief the workman is entitled?"

2. Learned counsel for the management submitted that in this case the workman is not taking any interest despite several notices were issued even one through Regd. A.D. On 14-4-05 Shri D.R. Kainth, Advocate appeared but he also did not appear thereafter, for the workman, court notice was issued on 15-3-05 for today. Today neither the advocate nor the workman appeared despite registered notice. The management advocate Shri Babbar submitted that workman appears not to be interested, hence reference may be returned for want of prosecution.

3. In view of the above submission and may perusal of the court file, I found that workman put his appearance firstly on 22-4-02 through one Vijay Kumar, Thereafter none appeared for workman on 17-1-03, 5-5-03. As none appeared on behalf of the workman on 21-7-04, again on 28-1-05 and workman also not appeared on 14-2-05. Though Shri D.R. Kainth noted the date once. Thereafter no one appeared on 15-3-05 for workman and again on 4-5-05 for the workman despite registered A.D. notice. It appears that workman is not interested in pursuing his case. Therefore, as workman is not interested in prosecuting his case as he has not filed any rejoinder and not filed any affidavit in evidence, present reference is returned to the Ministry for want of prosecution. Central Govt. be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2099.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दूर संचार विभाग के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच,

अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 407/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-40012/5/2001-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2099.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No.407/2000) of the Central Government Industrial Tribunal/Labour Court, No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Deptt. of Telecom and their workmen, which was received by the Central Government on 19-05-2005.

[No. L-40012/5/2001-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

BEFORE SHRI RAJESH KUMAR, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT 1, CHANDIGARH

Case No. I.D. 407/2000

Shri Jasbir Singh C/o Shri R. Sharma, H.No. 372, Sector-20A, Chandigarh ...Applicant

Versus

- (1) The Chief General Manager,
Telecom, Punjab Circle,
Sector-34, Chandigarh
- (2) The Principal General Manager,
Telecom, Sector-18, Chandigarh.Respondents

APPEARANCES :

For the Workman : Shri O.P. Singh
For the Management : Shri Shiv Kumar

AWARD

Passed on 8-4-2005

Central Govt. Vide notification No. L-40012/5/2001/IR (D.U.) dated 12-4-2001 has referred the following dispute to this Tribunal for adjudication :

“Whether the action of General Manager, Telecom, Punjab Circle, and the Principal General Manager, Telecom, Chandigarh district in ordering disengagement/termination of services of Shri Jasbir Singh a workman engaged through contractor Shri R.K. Mittal w.e.f. 27-2-1999 is just and legal? If not, to what relief the workman is entitled and from which date?”

2. Case repeatedly called. Workman is not present. His authorised representative Shri O.P. Singh is present. Learned representative for the management Shri Shiv Kumar requested for closing the case as the workman is not interested in pursuing this reference and despite notice at his residence and two visits of process server he has not appeared and it is reported that he left for his new address and new address is not known. Workman A.R. submits that workman is not contacting nor giving response to their calls and it appears that he is not interested in pursuing the reference. Hence court may take necessary action on the request of the management. In view of the submission of the A.R. of the workman and submission of management's authorised representative, it is clear that workman is not interested to pursue the present reference and the same is returned for want of prosecution vide separate award of even date. Central Govt. be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer

नई दिल्ली, 19 मई, 2005

का.आ. 2100.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार मिलिट्री कार्म के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुबंध में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/श्रम न्यायालय नं. 1 चण्डीगढ़ के पंचाट (संदर्भ संख्या 415/2000) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-2005 को प्राप्त हुआ था।

[सं. एल-14012/54/2000-आई.आर.(डी.यू.)]

कुलदीप राय वर्मा, डेस्क अधिकारी

New Delhi, the 19th May, 2005

S.O. 2100.—In pursuance of Section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Ref. No. 415/2000) of the Central Government Industrial Tribunal/Labour Court, No. 1, Chandigarh now as shown in the Annexure, in the industrial dispute between the employers in relation to the management of Military Farm and their workmen, which was received by the Central Government on 19-05-2005.

[No. L-14012/54/2000-IR (DU)]

KULDIP RAI VERMA, Desk Officer

ANNEXURE

CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT-I, CHANDIGARH

Presiding Officer : Shri Rajesh Kumar

Case No. I.D. 415/2000

Shri Sham Lal
Son of Mam Chand,
Village Dhulkot, P.O. Baldev Nagar,
Ambala (Haryana)

... Applicant

Versus

The Officer Incharge,
Military Farm, Ambala Cantt.
Haryana . . . Respondent

Appearances :
For the Workman : Shri M.M. Putney
For the Management : Shri K.K. Thakur

AWARD**Passed on 5-5-2005**

Central Govt. vide Notification No. L-14012/54/2000/IR (D.U.) dated 30th of October, 2000 has referred the following dispute to this Tribunal for adjudication :

"Whether the action of the management of Military Farm, Ambala Cantt. in terminating the services of Shri Sham Lal son of Mam Chand, w.e.f. 17-11-1998 is just, and legal? If not, to what relief the workman is entitled?"

2. Brief facts of the case are that workman filed claim statement stating that he was appointed as regular employee of the respondent management through employment exchange and was selected by a duly constituted selection committee and joined on 10-4-95 and worked continuously and regularly as shed cleaner when his services were abruptly terminated on 17-11-1998 after about three and half year. Dispute was raised by the workman in March, 1999 and on failure of conciliation, the matter was referred through the present reference. That the workman was recruited alongwith Balbir Singh and Nasib Singh and their cases were also pending in this court and were decided in settlement on the assurance by the management. The workman has completed more than 240 days of service in accordance with the provisions of the I.D. Act 1947. That the management has issued repeated intructions to dispense with the services of those workman who had not been recruited through/sponsored by the employment exchange, but instead of terminating the services of those employees the management terminated the services of the workman despite the fact that C.A.T. Chandigarh vide their decision dated 21-4-95 in OA No. 1224/HR of 1993 had quashed the order of regularization of service who were recruited other wise than through employment exchange. The management had not regularize the services who were through employment exchange. The Management has framed and circulated standing orders governing the conditions of service of the workmen and according to these standing orders, recruitment of casual workmen has to be made through employment exchange and such recruited employees are to be brought on regular establishment after six months. The workman was also granted temporary status but those employees who were not recruited through employment exchange and had not granted temporary status and yet retained in service. The name of

some of them are Sham Dev, son of Bandhu, Doodh Nath son of Suder, Ramesh son of Swarna, Smt. Poonam, Surinder Kumar son of Sadhu Ram, Kans Raj son of Kampta Parshad, Man Bahadur son of Sher Bahadur, Chajju Singh son of Baishakhi Singh, Baldev Singh Son of Karam Singh, Gurdev Singh son of Moti Singh, Dharam Raj son of Sadhu Singh, Smt. Bimla wife of Nath, Krishan Kumar son of Jai Singh.

3. Thereafter, after filling the claim statement by the workman, the management did not file the written statement on several dates and the management was proceeded ex parte on 15-10-2001 and the case was fixed for ex parte evidence. Thereafter the management inoved an application for setting aside ex parte order passed by my learned predecessor and the application of the management vide order dated 25-9-02 was dismissed holding that on perusal of the file it is very clear that the rep. of the management has for the first time filed his letter of authority on 5-3-02 and on the date i.e. 15-10-2001 Shri K.K. Thakur was not the authorized representative of management. The application filed by the management has also not been supported by any affidavit on behalf of the management. Thus I find no ground to set-aside the ex parte order dated 15-10-01 and the application to this effect is rejected. The case is at the stage of evidence of the workman.

Put up on 6-3-2003 and the management was through out ex parte without written statement. The management also did not file any affidavit in this case.

4. The workman in his ex parte evidence produced himself as WW1 and proved his affidavit as Ex. W1.

5. I have heard the arguments advanced by both the parties. Learned counsel for the workman Mr. Madan Mohan submits that there is no evidence of the management in this case to rebut the claim and evidence of the workman. The management did not file their affidavit and the application of the management for setting aside ex parte order was also dismissed by the learned predecessor of this Court. Hence there is the rebuttal of the evidence of the workman. The workman by his own affidavit and other documents filed which were given to the management which are Ex. W2 list of selected candidates which include the name of the workman, Ex. W3 information to the employment exchange regarding selection and engagement of the workmen as casual labour (shed cleaner), Ex. W4 policy of casual industrial and non industrial employees issued by the Army Headquarter, New Delhi. Ex. W5 is letter dated 6-6-92, Ex. W6 are the standing order for casual labour in Central Government. Ex. W7 is the judgment of CAT which quashed the order of the management in similar cases. Ex. W8 is the copy of letter dated 31-3-93, Ex. W9 and Ex. W10 are the orders of CAT dated 19-7-2000 and Ex. W11 is retrenchment order of Nasib Singh. Learned counsel for the workman

also referred to judgement 1979 SLR page 223, a judgment of our own High Court wherein it is held that workman is entitled to backwages with reinstatement with continuity of service and it is for the employer to raise and establish the circumstances necessitating departure, (ii) 1995 SSC (L&S) between Swadeshi Cotton Mills Vs. Labour Court I, Kampur and others wherein it is held that workman demand for creation of post and fixation of his salary in that post and there was a denial of such pay to the workman and it is held that labour court has the jurisdiction to create the post of designer sprayman, (iii) 1995 Supreme Court Cases L&S 193 Manorma Verma Vs. State of Bihar wherein the Hon'ble Supreme Court has held that once termination is found to be illegal consequential order for grant of wages must follow unless there are reasons justifying a departure from normal order i.e. appellant not gainfully employed elsewhere during the period of termination and entitled to back-wages from the date of termination till reinstatement (iv) 2003(3) SCT Maninder Kaur Vs. Statement of Punjab wherein it is held that engaging daily wager on casual basis is one of the recognized source of employment and non availability of sanctioned regular posts/vacancies is no ground to deny such right to workers.

6. Learned counsel for the workman while summing up his arguments submitted that in view of the law referred by him above and that management is exparte and even written statement is not on record and that management by compromising in two cases Nasib Singh and Balbir Singh, and giving her benefits the workman is entitled for reinstatement and backwages with all consequential benefits as the workman has completed more than 240 days and he obtained status of permanent workman and his abrupt retrenchment is a violation of Section 25F of the I.D. Act 1947. He submitted that there is no evidence of the management on record. The workman was appointed after following the due procedure and his name was sent and sponsored by the employment exchange and a duly constituted committee interviewed the workman and other candidates and found him fit and selected him and also informed the employment exchange for removing the name of the workman from the employment seekers from the employment exchange. He also submitted that workman in his affidavit on oath had stated that he has not been gainfully employed since his services were terminated. Despite his best efforts he has not been able to procure any regular job and his name has been struck off from the employment exchange and he has now become over age and he has been maintaining himself by doing odd jobs as and when available without any regular source of income and that he has support of his father. Learned counsel for the workman submits that workman has proved his case and reference may be answered in his favour.

7. On the other hand learned counsel for the management Shri K.K. Thakur submits that although the

management is exparte, but the workman has failed to prove his case. The workman has not completed 240 days of service in a calendar year. The workman was engaged as a casual labourer on as and when required basis through employment exchange and temporary status was granted to the workman erroneously. As per instructions status can be granted to only those who are in service on 1-9-93 and have rendered continuous service of at least one year (they have been engaged for 240 days) as on 1-9-93 i.e. those who have not completed 240 days are not entitled to such benefits. He submitted that workman is not entitled to any relief. He submitted that workman was gainfully employed and temporary status was withdrawn. The workman has not legal and vested right to continue in service if no regular post is available. The workman was engaged on daily wage as and when required basis and there was no work available with the management and as such the workman is not entitled to any relief and reference may be answered in favour of the management.

8. In view of the above submissions and my perusal of the evidence and documents on record filed by the workman and which were not disputed I am of the considered view that there is no pleadings of the management, no written statement was filed and the management was proceeded exparte and thereafter exparte evidence of the workman was recorded. The management has taken a stand in the arguments that workman is not entitled as he has not completed 240 days whereas the workman stated that he has completed 240 day and that he got the status of permanent workman and that he was duly appointed through a regular process and his name was called from employment exchange and employment exchange sponsored his name and thereafter a duly constituted committee of the management interviewed the workman and other candidates and ultimately selected the workman. After his selection he joined services on 10-4-95 and since then continued to work and as the management abruptly terminated his services from 17-11-1998 and upto that time workman worked continuously for the period of three years and seven months and has completed 240 days. Learned counsel for the workman has submitted that neither management gave any notice retrenchment compensation as required U/S 25 of the I.D. Act 1947. In view of the above, I am of the considered view that when a person joined through the process of employment exchange and after through interview by a duly constituted committee was found fit and he joined duty on 10-4-1995 and after working for three years and seven months as completed 240 days processing one year from 17-11-98 was terminated from service without notice and retrenchment compensation, of violation of Section 25 of the I.D. Act, 1947. In view of the violation of mandatory provisions mentioned above and without following the process terminating his services and other who were not appointed through employment

exchange were kept in service is quite illegal and in my view such order of termination is illegal and liable to be set-aside. I found that in view of the law referred by workman if the termination is found illegal, against the provisions of I.D. Act 1947, he is entitled for full back wages from the date of termination till his reinstatement when workman has also proved that he is not gainfully employed and was getting odd jobs without any source of regular income. In the circumstances Management is through out exparte, there is no plea of the management and no rebuttal of the evidence of the workman, I find that workman has proved that the action of the management of Military Farm Ambala Cantt, in terminating the services of Sham Lal w.e.f. 17-11-1998 is not just and not legal and he was not gainfully employed till date.

9. Therefore, as the termination of workman is illegal and not just as held by me above, I further hold that workman entitled to be reinstated from the date of his termination to the post he was holding on 17-11-1998. Hence the workman is hereby ordered to be reinstated from 17-11-1998.

10. As regards other financial benefits i.e. back wages. I find that workman has proved that he was not gainfully engaged throughout and doing odd work and living on with the help of his father, he is therefore, entitled to full service benefits with back wages from the date of termination till the date of passing of the award. Accordingly the reference is answered in favour of the workman. Central Govt. be informed. File be consigned to record.

RAJESH KUMAR, Presiding Officer
Chandigarh.

नई दिल्ली, 20 मई, 2005

का.आ. 2101.—औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 17 के अनुसरण में, केन्द्रीय सरकार दी बैंक ऑफ राजस्थान लि० के प्रबंधतंत्र के संबद्ध नियोजकों और उनके कर्मकारों के बीच, अनुवंश में निर्दिष्ट औद्योगिक विवाद में केन्द्रीय सरकार औद्योगिक अधिकरण/अम्भ न्यायालय जयपुर के पंचाट (संदर्भ संख्या केस सं. सी० जी०आई०टी०-53/2004) को प्रकाशित करती है, जो केन्द्रीय सरकार को 19-05-20 को प्राप्त हुआ था।

सं. एल-12012/102/2004-आई.आर (बी-1)
अजय कुमार, डेस्क अधिकारी

New Delhi, the 20th May, 2005

S.O. 2101.—In pursuance of Section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the Award (Case No. CGIT-53/2004) of the Central Government Industrial Tribunal-cum-Labour Court, Jaipur, now as shown in the Annexure, in the Industrial Dispute between the employers in relation to the management of The Bank of Rajasthan Ltd. and

their workmen, which was received by the Central Government on 19-5-2005.

[No. L-12012/102/2004-IR (B-1)]
AJAY KUMAR, Desk Officer

ANNEXURE

CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, JAIPUR

Case No. CGIT-53/2004

Reference No. L-12012/102/2004-IR (B-1)

Smt. Bimla Kumari Gupta,
W/o Sh. R. K. Khandelwal,
R/o E-45, Ambabari,
JaipurApplicant

Versus

The Managing Director,
The Bank of Rajasthan Ltd.,
Head Office, Sardar Patel Marg,
Jaipur (Rajasthan)Non-applicant

Present :

Presiding Officer : SH. R.C. SHARMA

For the applicant : None

For the non-applicant : Sh. Alok Fatehpuria

Date of award : 20-4-2005

AWARD

1. The Central Government in exercise of the powers conferred under Clause 'D' of Sub-sections 1 & 2(A) to Section 10 of the Industrial Disputes Act, 1947 (hereinafter referred to as the 'Act') has referred the following industrial Dispute for adjudication to this Tribunal which runs as under :

"Whether the action of the management of the Bank of Rajasthan Ltd., Jaipur for not accepting the pension option of Smt. Bimla Kumari Gupta, Retired employee is fair and justified ? If not, what relief the applicant is entitled to ?"

2. The workman in her statement of claim has pleaded that she was appointed as a Clerk on 11-3-64 in the non-applicant bank, who was promoted to the post of the Head Clerk in the year 1982 and on attaining the age of superannuation, she was retired on 31-10-2003. She has further stated that both the parties are governed by the Bank of Rajasthan Ltd. (Employees) Pension Rules, 1996, which are applicable to those employees also who were in service as on 31-10-93 and that while she was posted as a Head Clerk in the Bani Park Branch of the bank, she had opted for the pension prior to the stipulated date i.e. 26-1-96. According to her averments, her signatures were verified on the pension form by the then Branch Manager wherein she had clearly mentioned that the contributory Provident Fund plus its interest be transferred in her pension fund. She has also stated that on 10-5-2000, she addressed a letter to the Assistant General Manager, Salary

Cell Pensions that in her application opting for pension she had mistakenly mentioned the date of its presentation as 20-2-96 in place of 20-1-96 which may be treated as 20-1-96 for further action. But the bank *vide* its letter dated 27-5-2000, declined his request. Thereafter several representations were made by her, but ultimately the bank *vide* its letter dated 17-9-2003 intimated her that she had not submitted the option form within the stipulated period. The claimant has urged that the refusal made on behalf of the bank for grant of her pension be declared as unjustified and illegal and the non-applicant bank may be directed to provide him the pensionary benefits.

3. Resisting the claim of the workman, the non-applicant in his written-counter has averred that the present dispute is not covered by Section 2(A) of the Act, which has been raised individually by the workman and has not been espoused by the Union and, therefore, it is not an industrial dispute under Section 2(k) of the Act. It has been further stated that the claimant had not given the option for the pension, that the last extended date of submission for the option was 14-12-98 and till that date, no option for pension on behalf of the workman was received in the bank. It is alleged by the non-applicant that the workman for the first time had presented her option form with her letter dated 5-5-2000 before the bank, wherein she had narrated that on 20-2-96, she had submitted the option form to the bank. It is also pleaded in the written-counter, that despite the fact that the bank was contributing in her provident fund, she had not brought into the notice of the bank that she had opted for the pension till her date of retirement and on her retirement after availing the retiral benefits including the provident fund, she has *mala fide* raised this dispute.

4. On the pleadings of both the parties, the following points for determination were framed :—

I. Whether the claimant Smt. Vimla Kumari Gupta is entitled to get the pension as a retired employee of the non-applicant bank ? **BOA**

II. Whether the instant dispute is not covered under Section 2-A the of LD. Act ? BONA

III Relief, if any.

5. The workman was afforded ample opportunity for adducing her affidavit in the evidence but she failed to submit it before the Court and on 11-4-2005, on account of her non-appearance, her evidence was closed. The non-applicant has chosen not to produce any evidence.

6. I have heard the learned representative for the non-applicant have scanned the record. The point-wise discussion follows as under :—

Point No. I

7. Needless to state that no evidence has been led on this point on behalf of the workman. The 1d. representative for the non-applicant has contended that when the evidence has not been brought on the record on behalf of the workman, the Court cannot dispose of the lis

between the parties upon the pleadings and has relied upon 2004 FJR-Reports AP 844.

8. In the present case, as is evident, the workman has not even filed her affidavit to substantiate her plea that she is entitled for the pension, therefore, she has failed to establish her right. The submission made on behalf of the non-applicant is fortified by the judicial decision *supra*. Accordingly, this point is decided against the workman and in favour of the non-applicant.

Point No. III

9. The ld. representative contends that undisputedly the dispute has been raised by the workman herself which comes under Section 2(A) of the Act and the present dispute could only be raised by a number of workmen or by the Union, therefore, according to his contention, the dispute is not tenable in view of Section 2(k) of the Act.

10. Section 2(k) of the Act defines the Industrial Dispute as any dispute between employers and employers, between employers and workmen and between the workmen and workmen, which is connected with the employment of any person. Section 2(A) says that where any employer discharges, dismisses or terminates the service of an individual workman, any dispute between that workman and his employer shall be deemed to be an Industrial Dispute. It, therefore, follows that the individual workman can raise his dispute only regarding his discharge, dismissal or termination from service.

11. Thus, the requirement of Section 2(A) is that when a workman is discharged, dismissed or terminated from the service, then in such an event a dispute can be raised against the employer by the workman himself, whereas the requirement of Section 2(K) is that if a dispute has arisen between the employer and a number of the workmen, it can be raised by such workmen or by the Union for individual workman. Evidently, the present dispute relating to the grant of pensionary benefit to the workman is not espoused by the Union. Therefore, in the individual capacity the claimant cannot raise such industrial dispute and it is not tenable in view of the aforestated legal position. As such, this point is decided in favour of the non-applicant bank and against the workman.

RELIEF

12. For the aforestated reasons, the workman is entitled to no relief.

13. Consequently, the reference is answered in the negative against the workman and in favour of the management and it is held that the action of the management of non-applicant bank for not accepting the pension option of the claimant is fair and justified. The claim of the workman is rejected. An award is passed in these terms accordingly.

14. Let a copy of the award be sent to the Central Government for publication under Section 17(1) of the Act.

R.C. SHARMA, Presiding Officer

श्रम एवं रोजगार मंत्रालय

नई दिल्ली, 13 मई, 2005

का.आ. 2102.—कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 1 की उप-धारा (3) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार एतद्वारा 1 जून, 2005 को उस तारीख के रूप में नियत करती है, जिसको उक्त अधिनियम के अध्याय 4 (44 व 45 धारा के सिवाय जो पहले से प्रवृत्त हो चुकी है) अध्याय 5 और 6 [धारा 76 की उप-धारा (1) और धारा 77, 78, 79 और 81 के सिवाय जो पहले ही प्रवृत्त की जा चुकी है] के उपबंध पंजाब के निम्नलिखित क्षेत्रों में प्रवृत्त होंगे, अर्थात्,—

क्र.सं.	राजस्व ग्राम का नाम	हदबस्त संख्या	तहसील	जिला
1.	दौराहा	244	पायल	लुधियाना
2.	कानेच	220	लुधियाना	लुधियाना
3.	जसपाल बांगर	259	लुधियाना	लुधियाना
4.	खाकट	234	लुधियाना	लुधियाना
5.	राजगढ़	243	पायल	लुधियाना
6.	जसपालों	150	खन्ना	लुधियाना
7.	मल्लीपुर	247	पायल	लुधियाना
8.	कादों	246	पायल	लुधियाना

[संख्या एस-38013/24/2005-एस.एस.-1]

के. सी. जैन, निदेशक

MINISTRY OF LABOUR AND EMPLOYMENT

New Delhi, the 13th May, 2005

S.O. 2102.—In exercise of the powers conferred by Sub-section (3) of Section 1 of the Employees' State Insurance Act, 1948 (34 of 1948) the Central Government hereby appoints the 1st June, 2005 as the date on which the provisions of Chapter-IV (except Sections 44 and 45 which have already been brought into force) and Chapter-V and VI [except Sub-section (1) of Section 76 and Sections 77, 78, 79 and 81 which have already been brought into force] of the said Act shall come into the force in the following areas in the State of Punjab namely :—

Sl.No.	Name of the Revenue No.	Hadbast Village	Tehsil	Tehsil and District
1.	Doraha	244	Payal	Ludhiana
2.	Kanech	220	Ludhiana	Ludhiana
3.	Jaspal Bangar	259	Ludhiana	Ludhiana
4.	Khakat	234	Ludhiana	Ludhiana
5.	Rajgarh	243	Payal	Ludhiana
6.	Jaspalon	150	Khanna	Ludhiana
7.	Mallipur	247	Payal	Ludhiana
8.	Kaddon	246	Payal	Ludhiana

[No. S-38013/24/2005-S.S-I.]

K.C. JAİN, Director